

Panaji, 16th August, 2012 (Sravana 25 1934)

SERIES II No. 20

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Co-operation**

Office of the Registrar of Co-operative Societies

Order

No. 19/12/96/UCCS/TS/RCS/4076/1859

Read: Order No. 19/12/96/UCCS/TS/RCS/4076 dated 07-06-2011.

In partial modification of above referred order and in exercise of the powers vested in me under Section 71(1) (2) of the Goa Co-op. Societies Act, 2001, as in force in the State of Goa, I, J. B. Bhingui, Registrar of Co-operative Societies, Government of Goa, hereby appoint Shri Chandrakant K. Gawas, Member on the Committee of Administrators of the Vasco Urban Co-op. Credit Society Ltd., Vasco-da-Gama, Goa in place of Shri Rajendra Gawas, Recovery Officer, the Goa State Co-operative Bank Ltd., H. O., Panaji-Goa.

The Committee of Administrator shall arrange for the constitution of new Board of Directors in accordance with the provisions of the bye-laws of the society.

J. B. Bhingui, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 6th August, 2012.

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, St. Xavier Devsu Self Help Group Co-op. Society Ltd., Devsu, Korgao, Pernem-Goa has been

registered under code symbol No. GEN-(c)-276/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

St. Xavier Devsu Self Help Group Co-op. Society Ltd., Devsu, Korgao, Pernem-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-276/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Kalbhairav Bhavani Bicholim Self Help Group Co-op. Society Ltd., Gaonkarwada, Bicholim-Goa has been registered under code symbol No. GEN-(c)-280/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Kalbhairav Bhavani Bicholim Self Help Group Co-op. Society Ltd., Gaonkarwada, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-280/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified

as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Sateri Kulkar Morjim Self Help Group Co-op. Society Ltd., Madhlawada, Morjim, Pernem-Goa has been registered under code symbol No. GEN-(c)-279/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Sateri Kulkar Morjim Self Help Group Co-op. Society Ltd., Madhlawada, Morjim, Pernem-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-279/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Ujawal Self Help Group Co-op. Society Ltd., Pazwada, Bicholim Goa has been registered under code symbol No. GEN-(c)-278/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Ujawal Self Help Group Co-op. Society Ltd., Pazwada, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-278/SHG/NZ/Goa. It is classified as

"General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Siddhivinayak Lattatdar Self Help Group Co-op. Society Ltd., Desainagar, Sanquelim, Bicholim-Goa has been registered under code symbol No. GEN-(c)-277/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Siddhivinayak Lattatdar Self Help Group Co-op Society Ltd., Desainagar, Sanquelim, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-277/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Gonsalves Mansion Co-op. Housing Society Ltd., St. Anthonywada, Guirim, Bardez-Goa has been registered under code symbol No. HSG-(b)-2330/NZ/Goa.

Sd/- (*R. A. Pednekar*), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th July, 2012.

Certificate of Registration

Gonsalves Mansion Co-op. Housing Society Ltd., St. Anthonywado, Guirim, Bardez-Goa has been registered on 16-7-2012 and it bears registration code symbol No. HSG-(b)-330/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub classified as "Co-partnership

Housing Society" under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Sateri Haturlim Self Help Group Co-op. Society Ltd., Haturlim, Mayem, Bicholim-Goa has been registered under code symbol No. GEN-(c)-275/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 10th July, 2012.

Certificate of Registration

Shree Sateri Haturlim Self Help Group Co-op. Society Ltd., Haturlim, Mayem, Bicholim-Goa has been registered on 10-7-2012 and it bears registration code symbol No. GEN-(c)-275/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (e) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 10th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Kulkar Kulpurush Self Help Group Co-op. Society Ltd., Katarwada, Navelim, Bicholim-Goa has been registered under code symbol No. GEN-(c)-281/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Kulkar Kulpurush Self Help Group Co-op. Society Ltd., Katarwada, Navelim, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-281/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society"

under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Ram Gimne Self Help Group Co-op. Society Ltd., Gimone, Pilgao, Bicholim-Goa has been registered under code symbol No. GEN-(c)-282/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Ram Gimone Self Help Group Co-op. Society Ltd., Gimone, Pilgao, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-282/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Vathari Prabhuwado Self Help Group Co-op. Society Ltd., Prabhuwada, Calangute, Bardez-Goa has been registered under code symbol No. GEN-(c)-283/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Vathari Prabhuwado Self Help Group Co-op. Society Ltd., Prabhuwada, Calangute, Bardez-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-283/SHG/NZ/Goa. It is classified as "General Society"

in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Omkar Self Help Group Co-op. Society Ltd., Ambeshiwada, Amona, Bicholim-Goa, has been registered under code symbol No. GEN-(c)-284/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Omkar Self Help Group Co-op. Society Ltd., Ambeshiwada, Amona, Bicholim-Goa, has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-284/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Mata Saraswati Self Help Group Co-op. Society Ltd., Gaowada, Velguem, Bicholim-Goa has been registered under code symbol No. GEN-(c)-285/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Mata Saraswati Self Help Group Co-op. Society Ltd., Gaowada, Velguem, Bicholim-Goa, has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-285/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other

Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Kulswamini Sirsaim Self Help Group Co-op. Society Ltd., Bella Vista, Waddo, Sirsaim, Bardez-Goa has been registered under code symbol No. GEN-(c)-286/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Shree Kulswamini Sirsaim Self Help Group Co-op. Society Ltd., Bella Vista, Waddo, Sirsaim, Bardez-Goa, has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-286/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Sidharud Self Help Group Co-op. Society Ltd., Narojiwada, Morjim, Pernem-Goa has been registered under code symbol No. GEN-(c)-287/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Sidharud Self Help Group Co-op. Society Ltd., Narojiwada, Morjim, Pernem-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-287/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society"

under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Om Sai Self Help Group Co-op. Society Ltd., Karwal, Kudne, Bicholim-Goa has been registered under code symbol No. GEN-(c)-288/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Certificate of Registration

Om Sai Self Help Group Co-op. Society Ltd., Karwal, Kudne, Bicholim-Goa has been registered on 27-7-2012 and it bears registration code symbol No. GEN-(c)-288/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 27th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Jogadeshwar Self Help Group Co-op. Society Ltd., Jogadeshwar, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-289/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2012.

Certificate of Registration

Jogadeshwar Self Help Group Co-op. Society Ltd., Jogadeshwar, Sankhali, Bicholim-Goa has been registered on 30-7-2012 and it bears registration code symbol No. GEN-(c)-289/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other

Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Rameshwar Bhawani Self Help Group Co-op. Society Ltd., Deus Bhatwadi, Maem, Bicholim-Goa has been registered under code symbol No. GEN-(c)-290/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2012.

Certificate of Registration

Shree Rameshwar Bhawani Self Help Group Co-op. Society Ltd., Deus Bhatwadi, Maem, Bicholim-Goa has been registered on 30-7-2012 and it bears registration code symbol No. GEN-(c)-290/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2012.

Office of the Asstt. Registrar of Co-operative Societies

Notification

No. 5-1416-2012/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Kalash Lifestyles Co-op. Housing Society Ltd.," behind NSD, Jairam Nagar, Dabolim, Goa, is registered under code symbol No. HSG-(b)-841/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 25th April, 2012.

Certificate of Registration

"The Kalash Lifestyles Co-op. Housing Society Ltd.," behind NSD, Jairam Nagar, Dabolim, Goa,

has been registered on 25-4-2012 and it bears registration code symbol No. HSG-(b)-841/South-Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 25th April, 2012.

Notification

No. 5-1428-2012/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Maiden Meadows Co-operative Housing Maintenance Society Limited," Utorda, Majorda, Salcete-Goa, is registered under code symbol No. HSG-(d)-851/South-Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th May, 2012.

Certificate of Registration

"The Maiden Meadows Co-operative Housing Maintenance Society Limited," Utorda, Majorda, Salcete-Goa has been registered on 29-5-2012 and it bears registration code symbol No. HSG-(d)-851/South Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society, in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th May, 2012.

Notification

No. 5-1407-2012/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shree Maruti Complex Co-operative Housing Society Ltd.," Katem Baina, Vasco-da-Gama, Goa, is registered under code symbol No. HSG-(b)-839/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 3rd April, 2012.

Certificate of Registration

"Shree Maruti Complex Co-operative Housing Society Ltd.," Katem Baina, Vasco-da-Gama, Goa is registered on 3-4-2012 and it bears registration code symbol No. HSG-(b)-839/South Goa/2010 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 3rd April, 2012.

Notification

No. 5-1406-2012/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Reliance Sea Mist Co-operative Housing Maintenance Society Limited," near Oceanique Hotel, Colva, Salcete-Goa, is registered under code symbol No. HSG-(d)-836/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 28th March, 2012.

Certificate of Registration

"The Reliance Sea Mist Co-operative Housing Maintenance Society Limited," near Oceanique Hotel, Colva, Salcete-Goa, has been registered on 28-3-2012 and it bears registration code symbol No. HSG-(d)-836/South Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 28th March, 2012.

Notification

No. 5-1430-2012/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Greens Co-operative Housing Society Limited," Fatorda, Margao-Goa is registered under code symbol No. HSG-(b)-838/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th June, 2012.

Certificate of Registration

"The Sapana Greens Co-operative Housing Society Limited," Gogol, Margao-Goa has, been registered on 4-6-2012 and it bears registration code symbol No. HSG-(b)-853/South Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th June, 2012.

Notification

No. 5-1421-2012-ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Symphony Co-operative Housing Maintenance Society Limited," Salcete, Goa is registered under code symbol No. HSG-(d)-843/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 2nd May, 2012.

Certificate of Registration

"The Sapana Symphony Co-operative Housing Maintenance Society Limited," Salcete, Goa has been registered on 2-5-2012 and it bears registration code symbol No. HSG-(d)-843/South Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 2nd May, 2012.

Notification

No. 5-1426/2012-ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Whispering Palms Co-op. Housing Maintenance Society Ltd," Seraulim, Salcete-Goa, is registered under code symbol No. HSG-(d)-849/South Goa/2012.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd May, 2012.

Certificate of Registration

"The Sapana Whispering Palms Co-op. Housing Maintenance Society Ltd," Seraulim, Salcete-Goa, has been registered on 23-5-2012 and it bears registration code symbol No. HSG-(d)-849/South Goa/2012 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd May, 2012.

Department of Education, Art & Culture

Directorate of Technical Education
(Polytechnic Section)

Order

No. 17/3/8/2008/DTE

Sanction of the Government is hereby conveyed for acceptance of notice of Voluntary Retirement under Rule 48-A (1) of CCS (Pension) Rules, 1972 w.e.f. 29-02-2012 in respect of Shri Ramkrishna P. Joshi, Lecturer in Civil Engineering at Government Polytechnic, Panaji.

Shri Ramkrishna P. Joshi shall stand relieved from his duties w.e.f. 29-02-2012 (b.n.) from the post of Lecturer in Civil Engineering in Government Polytechnic, Panaji.

This supersedes the earlier order No. 17/3/8/2008/DTE/8423 dated 21-02-2012.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 1st August, 2012.

Department of General Administration

Order

No. 14/8/2001-GAD-III(Part)(A)

On the recommendation of the Local Departmental Promotion Committee Smt. Fatima D'Sa e D'Souza, Senior Assistant, in the Secretariat is hereby promoted with immediate effect on ad hoc basis to the post of Section Officer (Group "B"

Gazetted) in the Pay Scale of ₹ 9,300-34,800 plus Grade Pay of ₹ 4,600/- in the Secretariat for a period of one year or till she is promoted on regular basis whichever is earlier.

2. Smt. D'Souza shall exercise her option for fixation of the pay in the promotional grade, in terms of provisions of F.R. 22.(I)(a)(1) within a period of one month from the date of her promotion as Section Officer. The option once exercised shall be final.

3. Smt. D'Souza shall not confer any right for regular promotion and the service so rendered will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

4. The expenditure towards pay and allowances of the above official shall be debited to the Budget Head:

- 3451 — Secretariat Economic Services
- 090 — Secretariat (Non-Plan)
- 04 — Power Supply & Welfare Deptt.
- 01 — Salaries.

5. Posting order is being issued separately.

By order and in the name of the Governor of Goa.

Prabhakar V. Vaingankar, Under Secretary (GA).
Porvorim, 12th July, 2012.

Order

No. 14/8/2001-GAD-III(Part)(A)

On the recommendation of the Local Departmental Promotion Committee Shri John Caetano A. A. De Souza, Senior Assistant, in the Secretariat is hereby promoted with immediate effect on ad hoc basis to the post of Section Officer (Group 'B' Gazetted) in the Pay Scale of ₹ 9,300-34,800 plus Grade Pay of ₹ 4,600/- in the Secretariat for a period of one year or till he is promoted on regular basis whichever is earlier.

2. Shri De Souza shall exercise his option for fixation of the pay in the promotional grade, in terms of provisions of F.R. 22.(I)(a)(1) within a period of one month from the date of his promotion as Section Officer. The option once exercised shall be final.

3. Ad hoc promotion shall not confer any right for regular promotion and the service so rendered will not count for the purpose of seniority in that

grade and for eligibility for promotion to the next higher grade.

4. Posting order is being issued separately.

By order and in the name of the Governor of Goa.

Prabhakar V. Vaingankar, Under Secretary (GA).
Porvorim, 1st August, 2012.

Order

No. 14/8/2001-GAD-III(Part)(A)

On the recommendation of the Local Departmental Promotion Committee Shri Minguel Santana Rodrigues, Senior Assistant, in the Secretariat is hereby promoted with immediate effect on ad hoc basis to the post of Section Officer (Group "B" Gazetted) in the Pay Scale of ₹ 9,300-34,800 plus Grade Pay of ₹ 4,600/- in the Secretariat for a period of one year or till he is promoted on regular basis whichever is earlier.

2. Shri Rodrigues shall exercise his option for fixation of the pay in the promotional grade, in terms of provisions of F.R. 22.(I)(a)(1) within a period of one month from the date of his promotion as Section Officer. The option once exercised shall be final.

3. Ad hoc promotion shall not confer any right for regular promotion and the service so rendered will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

4. The expenditure towards pay and allowances of Shri Minguel Santana Rodrigues shall be debited to the following Budget Head:

- 2052 — Secretariat General Services
- 00 —
- 090 — Secretariat (Non-Plan)
- 02 — Home Department
- 01 — Salaries.

5. Posting order is being issued separately.

By order and in the name of the Governor of Goa.

Prabhakar V. Vaingankar, Under Secretary (GA).
Porvorim, 20th July, 2012.

Department of Labour

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Notification

No. 28/1/2012-LAB/376

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 14-06-2012 in reference No. IT/38/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 5th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/38/2007

Workmen,

Rep. by Cidade de Goa

Hotel Employees Union,

Vaiguinim Beach,

Dona Paula-Goa.

... Workmen/Party I

V/s

M/s. Fomento Resort &

Hotels Ltd.,

Vaiguinim Beach,

Dona Paula, Goa.

... Employer/Party II

Adv. Shri S. Gaonkar for Workmen/Party I.

Adv. Shri G. B. Kamat for Employer/Party II.

AWARD

(Passed on 14th day of June, 2012)

By Order No. 28/45/2006-LAB/808 dated 9-8-07, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act) has referred the following dispute for adjudication.

- “(1) Whether the action of the management of M/s. Fomento Resort and Hotels Ltd., in not conceding to the demand for 20% bonus/ex-gratia to it's Workmen for the year 2004-2005, is legal and justified?
- (2) If not, to what relief the Workmen are entitled?”

2. On receipt of the reference IT/38/07 was registered. Notices were issued to both the parties, under registered A/D post upon which both the parties were served. Party I filed the statement of claim at Exb. 10. The Party II filed the written statement at Exb. 11. Rejoinder was filed by Party I at Exb. 13.

3. It is in short the case of Party I that as per the existing practice prevailing in the Company, the Workmen were paid bonus/ex-gratia without ceiling; that this is also because Party II had signed various settlements in the past with Party I wherein it is stated that bonus shall be payable in accordance with The Payment of Bonus Act, 1965 and therefore as per the existing practice and in view of the clauses in the settlement, the workers are entitled to 20% bonus/ex-gratia without ceiling. It is also stated that the management refused to pay 20% bonus/ex-gratia as above, after change in the affiliation of Union and that the Workmen are entitled to 20% bonus/ex-gratia for the year 2004-05 as the Company made huge profits. It is therefore prayed to declare that the action of management in not conceding the demand of 20% bonus/ex-gratia without ceiling is not legal and justified and to direct the employer to pay 20% bonus/ex-gratia without ceiling to the workers worked during the year 2004-2005.

4. In the written statement Party II has denied the claim of Party I and has stated that the company's establishment is covered under the Payment of Bonus Act, 1965 (for short The Act) being an Establishment in Private Sector as defined in Section 2(15) of the Act and that the Company has been paying “profit based bonus” to its employees. It is stated that the Act does not provide for adjudication of any dispute pertaining to demand for “Ex-gratia Payment” so also for adjudication of dispute pertaining to “Practice based bonus” and that it deals with “Profit based bonus” only. It is stated that therefore the demand made for 20% bonus/ex-gratia as “Practice based bonus” is beyond the purview of the said Act. It is stated that for the accounting year 2004-05, the Company on the basis of “available surplus” and “allocable surplus” declared and paid a maximum bonus of 20% of the gross salary/wages, u/s 11 of the Act computed in accordance with the provisions of Section 2(13) read with Section 12 of The Act as bonus for the “employees” within the meaning of Section 2(13) of the Act and that a notice dated 18-10-2005 was accordingly displayed on the notice board. It is stated that Party I did not state the fact of payment of bonus and ex-gratia in the

aforesaid manner, in the statement of claim. It is stated that for the accounting years 2005-06 and 2006-07, the Company declared and paid bonus to the “employees” within the meaning of Section 2(13) of the Act and ex-gratia to other workers in the aforesaid manner. That till the accounting year 2003-04 the Company used to pay a minimum bonus u/s 10 of the Act alongwith ex-gratia @6.67% under specific written settlement(s) arrived at between the parties hereto and that these settlements provided that the ex-gratia payment made, would not be considered as precedent for payment of bonus for future years. It is stated that the obligations stipulated in the agreements have been honoured fully upon which the settlements have come to an end fully for the particular accounting years and thus nothing survived by way of “practice” or “benefit” or “facilities” for the next year. It is stated that there was no settlement, agreement and/or contract entered into or made with the Union for 2004-05 and thus the present dispute is outside the purview of the Act and therefore the reference deserves to be rejected being not maintainable.

5. In the rejoinder at Exb. 13 Party I has denied the contentions made by Party II, in the written statement.

6. On the basis of above pleadings issues at Exb. 16 were framed.

7. In the course of the evidence Workmen/ Party I examined Shri Joaquim Gomes and Shri John Rego and closed the case. Party II chose not to lead evidence.

8. Both the Lnd. Adv. filed written submissions which are at Exb. 38 and Exb. 39 respectively, besides advancing oral arguments.

9. I have gone through the records of the case and have duly considered the submissions of both the Lnd. Advocates.

10. I am reproducing herewith the issues alongwith their findings and reasons thereof.

| Issues | Findings |
|---|-----------------|
| 1. Whether the Party I proves that it is entitled for 20% bonus/ex-gratia for the year 2004-2005. | Does not arise. |
| 2. What relief? What Order? | As per award. |

REASONS

11. *Issue No. 1:* It is stated by witness 1 for Party I namely Shri Joaquim Gomes and witness 2

for Party I namely Shri John Rego that as per the existing practice prevailing in the Company the Workmen were paid bonus/ex-gratia without any ceiling since the Party II have started making the profits. They have also stated that there is a clause in the settlement as “the benefits and facilities which are not specifically altered under this settlement shall continue to remain under this settlement unaltered”. They have stated that in the past all the workers were paid bonus without ceiling and as in the year 2004-05 the Company has made huge profits, in view of the above clause and the existing practice the workers are entitled for bonus/ex-gratia without ceiling. They have stated that after the change in the affiliation of the Union, the Company refused to pay 20% bonus without ceiling.

12. Reading of above statements made by both the witnesses of Party I therefore make it clear that their claim for 20% bonus/ex-gratia without ceiling for the year 2004-2005 is basically on two counts firstly because of existence of the so called clause in the settlement and secondly because of the existing practice.

13. Before adverting to the above claim of Party I, which is based on the above referred two counts, it is pertinent to note that the terms of reference referred by the Government for adjudication by this Tribunal are as to ‘whether the action of Party II in not conceding to the demand for 20% bonus/ex-gratia to its Workmen for the year 2004-2005 is legal and justified?’ Thus, reading of the above Schedule of reference indicates that the demand of the Workmen is only for 20% bonus/ ex-gratia for the year 2004-2005 and nothing else. It may be mentioned here that in the course of the arguments learned advocate for Party I made it clear that Party I is not pressing for the demand of 20% ex-gratia for the year 2004-2005. *** Be that as it may, it cannot otherwise be disputed that this Tribunal is bound by the terms of the reference and it cannot travel beyond the terms of the reference. Lnd. Adv. for Party II in the above context has rightly placed reliance on the judgment in the case of **Senior Regional Manager, Hindustan Petroleum Corporation Ltd. and another v/s Presiding Officer, Industrial Tribunal-1 Hyderabad, 2002 LAB IC 1744** in which it is observed that, the functions of an Industrial Tribunal are quasi judicial but it is not a Civil Court and it has no inherent powers to decide any of the disputes raised by the parties in their pleadings. It is also observed in this judgment that Tribunal has to function within the limits imposed upon it by the Act and has to act

according to its provisions and in adjudicating upon an industrial dispute it cannot arrogate to itself the powers which the legislature alone can confer or do something which the legislature has not permitted to be done. In the light of above proposition of law, it becomes clear that the Tribunal cannot enlarge the scope of the reference and therefore the question of exceeding its limit, on the basis of pleadings of parties, would not arise.

14. Reading of cross examination of Shri Joaquim Gomes reveals that the Company paid bonus for the year 2004-05 but it was paid on the ceiling of basic, D.A. and VDA. He has also stated that Company paid ex-gratia @15% for the year 2004-05 and has admitted that he received the same. He has identified his signature on the register of payment of ex-gratia for the year 2004-05 and the same is marked as Exb. 29. The cross examination of Shri John Rego makes it clear that Party II paid bonus/ex-gratia to the workers, for the year 2004-2005 @ 20% with ceiling. He has further stated that he received bonus/ex-gratia amount for the year 2004-2005. Since, there is nothing in the terms of reference stating that the demand of Party I is for payment of 20% bonus/ex-gratia for the year 2004-05, '*based on practice without ceiling*', in the light of above statement of Shri Joaquim Gomes and Shri John Rego it becomes clear that nothing survives in this reference since admittedly bonus/ex-gratia @ 20% with ceiling has been paid to the workers by Party II for the year 2004-2005.

15. Now, coming to the claim of Party I, on the basis of the clause existing in the settlement, Shri Joaquim Gomes has admitted in the cross examination that for the year 2003-04 there was a settlement regarding payment of bonus and ex-gratia and he has identified his signature on the copy of the said settlement dated 29-11-2004 which is marked as Exb. 28. Perusal of Exb. 28 makes it clear that the same is arrived at between the management and the Union i.e. u/s 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947. Exb. 28 further reveals that demand was made for bonus and ex-gratia @ 20% for the accounting year 2003-2004 for all its workers and that there were various discussions between the Union and the Company in which the balance sheets of the past years wherein the organization had incurred heavy losses were pointed out and accordingly the terms of settlement were entered into by granting minimum bonus @ 8.33% to all the Workmen (as defined in the Payment of Bonus Act) who were on the rolls as on 31-3-2004 and an ex-gratia payment @ 6.67% was paid to the confirmed staff. Thus, the

above settlement also makes it clear that the contention of the Union that there was existing clause in the settlement for payment of 20% bonus/ex-gratia without ceiling is apparently incorrect and consequently the claim of the Party I based on the above ground, fails.

16. As regards the claim of Party I based on practice, it is noted that the bonus payable to Party is in accordance with "The Payment of Bonus Act, 1965" (for short the said Act) and this fact is admitted by Party I in para 3 of the claim statement itself. Undoubtedly, as per the said Act, the bonus is payable only to the employees as defined in Section 2(13) of the said Act. As per Section 10 of the said Act, the minimum bonus payable is 8.33% of the salary or wage earned by the employee during accounting year or ₹ 100/- whichever is higher and as per Section 11 of the said Act, the maximum bonus payable is 20% depending upon the profits of the establishment. The bonus, as aforesaid is required to be computed in accordance with Section 12 of the said Act.

17. Lnd. Adv. for Party I by relying on the judgment in **Mumbai Kamgar Sabha v/s Abdulbhai Faizullabhai and Ors. 976 (2) LLJ 186** contended that customary bonus which is not based on profits is not barred under the Payment of Bonus Act. I have gone through this judgment and the observations in it indicate that customary or traditional bonus has its emergence from long, continued usage leading to a promissory and expectancy situation materializing in a right. In this case, the Workmen had contended that bonus had been paid for several years which was the usual custom and practice of payment of bonus. In the case at hand, it is not the case of the Workmen that the bonus which is being paid to them is customary or traditional bonus having its emergence from long and this is because Party I has not produced any evidence to establish that there existed prevailing practice in the Company of paying bonus without ceiling limit and also nothing has been brought on record, to indicate as to since when the said alleged practice prevailed, as, no documentary evidence is produced by Party I to substantiate its above stand. It is pertinent to note that according to Party I, Company refused to pay bonus/ex-gratia without ceiling limit, on account of change in affiliation of Union but the witnesses examined by Party I has not stated as to when the said change in affiliation took place.

18. Lnd Adv. for Party I by relying on the observations in the judgment in the case of **Sitaram Sugar Mills and Dooria Sugar Mills Ltd. v/s Their**

Workmen 1960(1) LLJ 558 contended that in cases of bonus, the burden is to be discharged by the management. I have gone through this judgment wherein the observations that "it is the duty of the Company to produce material evidence within its possession" made are apparently in different context i.e. in those peculiar set of facts in which the letters of appointments of the employees working at the Head Office of the Company, where essential to go to the root of the issue. Since no such situation prevailed in the instant case, the observations above cannot be applied to this case. It is therefore clear from discussion supra that Party I has failed to prove their claim for 20% bonus without ceiling by way of practice.

19. Irrespective of the statement made by Learned Advocate for Party I that Workmen/Party I do not press for their claim of 20% ex-gratia for the year 2004-05, it is noted that the said Act does not speak about payment of ex-gratia and even for that matter it is not the case of the Union that the settlements which were signed with the management provided for payment of ex-gratia @20%. Thus, it is clear that the company was paying sum by way of ex-gratia only to the employees who were not eligible to receive the bonus and consequently as stated by Party II in its written statement this sum was so paid for buying industrial peace. Even for that matter, reading of settlement dated 29-11-04 at Exb. 28 and more particularly clause 3 of the same makes it clear that ex-gratia amount of 6.67% was to be paid to all confirmed staff on the roles as on 31-3-04 and this payment was not be considered as precedent for payment of bonus for future years.

20. At any rate, since the discussion supra makes it clear that Party I has failed to prove their claim set up in the claim statement of 20% bonus based on practice, without ceiling, and as there is no dispute over the issue that the Workmen had been paid 20% bonus for the year 2004-05, nothing survives in this reference and hence this issue is answered accordingly.

21. *Issue No. 2:* In view of discussion supra, Party I/Workmen are not entitled to any relief.

22. Hence the following:

AWARD

Since nothing survives in the present reference, the same is disposed off accordingly.

No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2012-LAB/389

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 07-06-2012 in reference No. IT/46/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 9th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI
(Before Smt. Bimba K. Thaly, Presiding Officer)
Ref. No. IT/46/03

Smt. Sushila Yergatti,
Rep. by Kadamba Transport Corporation,
Drivers and Allied Employees Association,
Velho's Building,
Panaji, Goa.

V/s
The Managing Director,
M/s. Kadamba Transport Corp. Ltd.,
P. O. 321, East Wing Bus Terminus,
Panaji, Goa.

Adv. Shri Suhas Naik for Workman/Party I.

Adv. Shri C. J. Mane for Employer/Party II.

AWARD

(Passed on 7th June, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 16-7-03 bearing number 28/34/2003-LAB has referred the following dispute for adjudication by this Tribunal.

"(1) Whether the action of the management of M/s. Kadamba Transport Corporation Ltd.,

Panaji, in terminating the services of Smt. Sushila Yergatti, Sweeper, with effect from 1-04-2002, is legal and justified?

- (2) If not, what relief the workperson is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/46/2003 and registered A.D. notices were issued to the parties. In pursuance to the said notices, Party I filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 5. Party I then filed the rejoinder at Exb. 6.

3. It is in short the case of Party I in the claim statement that her services were wrongfully terminated by the management of M/s. Kadamba Transport Corporation Ltd. w.e.f. 1-4-02 though she had worked continuously, diligently and efficiently till she was refused employment. It is her case that prior to termination of services she was not issued notice, memo, show cause notice or charge-sheet so also no domestic enquiry was conducted by Party II and therefore the action of the management in refusing the employment was illegal and unjustified. It is stated that she then raised the industrial dispute and sought intervention of Dy. Labour Commissioner, Government of Goa, Margao but the conciliation proceedings ended in failure and the failure report was submitted by the Office of Deputy Labour Commissioner, Government of Goa, Margao to the Labour Secretary. It is also her case that the termination of her services w.e.f. 01-04-2002 is illegal, unjustified and bad in law and that she is entitled for reinstatement with full back wages and continuity in service. It is further her case that the reasons cited by Party II for termination of her services are false, arbitrary and ultravires. It is further her case that after the termination of her services, Party II has recruited new workers in her place and hence termination of her service is illegal and unjustified and that it is in contravention of Section 25F of the Act. It is stated that no opportunity was given to her of being heard and asking her to report back for duty and even no opportunity was given to her before illegally refusing her the employment. It is also her case that Party II ought to have considered that she had clean and unblemished past service record and that she had put in many continuous years of valuable life in the employment of the Party II and all along the tenure of her services, she had worked efficiently and diligently. She has also stated that Party II before refusing her the employment, had flouted the mandatory provisions laid down under the statute so also no enquiry was conducted prior to termination of her services and no notice or notice

pay had been offered to her prior to illegal termination of her services. She has therefore prayed to hold that the action of Party II in terminating her services w.e.f. 01-04-2002 as illegal, unjustified and bad in law and to reinstate her back in services with full back wages and continuity of services.

4. In the written statement Party II has denied the case of Party I and has stated that as Party I was never engaged as sweeper and as she was not in the employment of Party II, there was no question of holding enquiry, issuing show cause notice, issuing charge-sheet or issuing termination letter. It is further the defence of Party II, that Party I was employed by contractor M/s. Ambedkar Paryavarn, Vikas Samiti, New Delhi as a Sweeper and that she was never employed by Party II as Sweeper. Thus, amongst above and other grounds, Party II has prayed to reject the claim of Party I.

5. In the rejoinder Party I refuted the contentions of Party II raised vide the written statement.

6. On the basis of the pleadings of the parties, the following issues were framed.

1. Whether the Party I proves that she was employed with the Party II as a Sweeper since January, 2000?
2. Whether the Party I proves that the Party II terminated her services in violation of the provisions of Sec. 25-F of the I.D. Act, 1947?
3. Whether the Party I proves that the action of the Party II in terminating her services w.e.f. 1-4-2002 is illegal and unjustified?
4. Whether the Party I is entitled to any relief?
5. What Award?

7. Records reveal that Party I though filed affidavit in evidence vide Exb. 14 on 12-4-11, did not appear before the Court thereafter and finally Learned Advocate for Party I on 12-1-02 made endorsement on Exb. 14 stating that he was unable to secure the presence of Party I. Accordingly, the evidence of Party I was closed. Even Learned Advocate for Party II endorsed stating that Party II was not leading evidence. Consequently, both the Learned Advocates chose not to advance arguments.

8. It may be mentioned here that the reference of the dispute has been made by the State Government at the instance of the Workman/Party I. The action of the management in terminating the services of the Party I/Workman w.e.f. 1-4-2002 has been challenged by the Workman by raising the Industrial Dispute. It is a settled law that if a party challenges the legality of an order, the

burden lies upon him to prove the illegality of the order. It was therefore incumbent upon the Workman to have appeared and substantiated her allegation that the action of the management in terminating her services was illegal and unjustified.

9. In the above context reference is made to the judgment in the case of **Shankar Chakravarthy v/s Britannia Biscuit Co. Ltd., 1979 (3) SCC 379** in which it is observed that the obligation to lead evidence to establish an allegation made by the Party is on the Party making the allegation and the test would be who would fail if no evidence is lead. Reliance is also placed on the judgment in the case of **Northcote Nursing Home Pvt. Ltd., Bombay and another v/s Zarina H. Rahina (Dr.) (Mrs.) and Anr. 2001 II CLR 155** in which it is observed that it is for the Party to lead evidence to prove the positive fact and it is not for the other side to prove the negative fact. I would also refer to the judgment in the case of **V. K. Raj Industries v/s Labour Court (1) and others 1981 (29) FLR. 194** wherein the Hon'ble Allahabad High Court has held that when the validity of the termination order is challenged by the Workman by raising Industrial dispute, burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the Court must fail. Reference is also made to the judgment in the case of **Delta Engineering Co. (P) Ltd., Meerut v/s Industrial Tribunal-V Meerut 1998 LLR 622** in which it is observed that the burden of establishing the fact lies on the party at whose instance the reference was made.

10. In the instant case, as stated by me above, the dispute was referred by the State Government at the instance of the Workman and therefore the burden was on the Workman to prove that the action of management in terminating her services was illegal and unjustified. However, the Workman though filed the affidavit in evidence did not make herself available for further chief and further cross examination, as a result of which, there is no material before this Court to hold that the order of termination of services passed by the management is illegal and unjustified. In the circumstances, I hold that the Workman has failed to prove that the action of the management in terminating her services w.e.f. 1-4-2002 is illegal and unjustified and hence I pass the following:

ORDER

1. It is hereby held that the action of the management of M/s. Kadamba Transport Corporation Ltd., Panaji, in terminating the

services of Smt. Sushila Yergatti, Sweeper with effect from 1-4-2002, is legal and justified.

2. The Workman is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2012-LAB/388

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 14-06-2012 in reference No. IT/7/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 9th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/7/12

Shri Narayan Ganesh Garad,
Rep. by the General Secretary
Goa Trade & Commercial Workers Union,
Velho Building, Panaji-Goa. ... Workman/Party I
V/s

M/s. G.K.B. High Tech Lenses Pvt. Ltd.,
Thivim Industrial. Estate,
Karaswada, Bardez, Goa. ... Employer/Party II

Adv. Suhas Naik present for Party I.

Adv. S. Malkarnekar present for Party II.

AWARD

(Passed on 14th June, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act),

the Government of Goa by order dated 25-11-2011 bearing number 28/50/2011-LAB referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. GKB Hi Tech Lenses Private Limited, Thivim Industrial Estate, Karaswada, Mapusa, Goa, in refusing employment to it's Workman, Shri Narayan Ganesh Garad, Machine Operator, with effect from 20-05-2011, is legal and justified?

(2) If not, what relief the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. IT/7/12 and registered A.D. notices were issued to both the parties. Upon service on the parties, Adv. Suhas Naik appeared for Party I and Adv. S. Malkarnekar appeared for Party II.

3. In the course of further proceedings Learned Advocate for Party II filed application at Exb. 5 stating that the dispute herein has been settled between the parties as the Workman has been allowed to work from October 1, 2011. It is stated that the Workman has withdrawn the Industrial Dispute filed by him and has addressed letter dated 22-10-11, to that effect, to the Labour Commissioner, Government of Goa. It is stated that Party II has also informed the above facts to the Secretary, Department of Labour by letter dated 15-11-11. It is stated that there is no dispute between the parties herein and that all the grievances of Party II has been resolved. Party II has annexed the copy of letter dated 22-10-11, vide which Party I was informed that he was allowed to report for duty from 1-10-11 at Exb. A, copy of letter dated 22-10-11 vide which Party I has informed the Labour Commissioner that he wishes to withdraw the Industrial Dispute raised on his behalf by Goa Trade and Commercial Workers Union at Exb. B and the copy of the letter dated 15-11-11 sent by Party II to the Secretary, Department of Labour informing about withdrawal of Industrial Dispute at Exb. C. Learned Advocate for Party I endorsed on Exb. 5 accepting its contents.

4. It is therefore clear from above, that the dispute between the parties do not exists and consequently the reference also does not survive. Hence I pass the following:

ORDER

1. It is hereby held that the reference does not survive since the dispute does not exist in view of the fact that Party/Workman has

been allowed to work with M/s. G.K.B. Hi Tech Lenses Ltd., Thivim Industrial Estate, Karaswada, Bardez, Goa with effect from 1-10-11.

2. No order as to costs.

3. Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2012-LAB/377

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 10-05-2012 in reference No. IT/30/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 5th July, 2012.

IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/30/2008

Shri Prashant Naik,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda, Goa.

... Workman/Party I

V/s

M/s. Indoco Remedies,
Verna Industrial Estate,
Verna, Salcete, Goa.

... Employer/Party II

Workman/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Adv. Shri S. Chodnekar.

AWARD

(Passed on this 10th day of May, 2012)

By order dated 28-8-08, the Government of Goa has referred the following dispute for adjudication.

“(1) Whether the action of the management of M/s. Indoco Remedies, Verna Industrial Estate, Verna, in dismissing Shri Prashant Naik, Operator, from service, with effect from 9-4-08, is legal and justified?

(2) If not, to what relief the Workman is entitled?”

2. On receipt of the reference, IT/30/08 was registered. Notices were issued to both parties, pursuant to which the Party I filed his claim statement at Exb. 6 and Party II has filed its written statement at Exb. 7. The rejoinder of Party I is at Exb. 8.

3. It is in short the case of Party I that he was employed in the factory of Party II situated at Verna Industrial Estate and was doing the work of machine operation. It is stated that Party I was confirmed w.e.f. 1-5-1998 as per the terms of settlement by Party II and was placed in grade W-2. That Party II is the Pharmaceutical Company having factories in Goa and outside Goa. That in the year 1988 all the permanent Workmen of Party II had joined the Union and that Party I had taken lead to form the Union and after formation of the Union settlement dated 18-11-99 was formed and after its expiry the Union submitted fresh charter of demands. That during the negotiation the workers changed the Union and in the first week of July, 2003 majority workers renewed the membership of Gomantak Mazdoor Sangh and at this time Party I had taken the lead. That upon submission of the letter of renewal of membership, the work manager of Party II was annoyed and threatened Party I and one Mr. Subhash Naik, to withdraw from the membership of Gomantak Mazdoor Sangh or else they would have to face consequence. It is stated that Party I was asked to go to the Granulation department though he had not worked in this department after he was placed in grade W-3. It is stated that the above acts have been done by Party II to victimize him because he had taken initiative to renew the membership of the Gomantak Mazdoor Sangh. It is stated that in order to change the existing practice a settlement dated 14-11-03 was signed and after signing the same Party I agreed to work in any department and he was a signatory to the said settlement. It is stated that Party I did not refuse to accept the suspension order but he had informed that he would collect the same on then next day. It is stated that the Enquiry Officer has not considered the evidence on record and her findings are not based on the evidence on record. It is stated that the findings of the Enquiry Officer are biased and perverse and

not based on the evidence on record. It is stated that the punishment of dismissal is harsh and severe in nature. Thus Party I has prayed to declare that his dismissal is illegal, unjustified and bad in law and to direct the employed to reinstate him with full back wages and continuity of service.

4. In the written statement it is stated by Party II that on 5-7-03 Party I refused to go to Granulation department of the Company when instructed to do so and instead waited in the packing hall without Authorization. That as the refusal amounted to serious act of misconduct under the certified standing orders of the Company, the Party I was placed under suspension with immediate effect but Party I refused to even accept the said suspension letter and this refusal amounted to another act of misconduct and the Party I was therefore charge of an act subversive of discipline and the charge-sheet was served on Party I by letter dated 21-7-03. It is stated that the enquiry was thereafter initiated in which both the parties examined their witnesses and the Enquiry Officer, based on the entire evidence on record both oral and documentary reached the conclusion that Party I was guilty of the charges levelled against him by the management of Party II. It is the contention of Party II that the punishment meted out to Party I commensurate to the nature of misconduct proved at the enquiry wherein every opportunity has been afforded to Party I to attend and defend the charges. It is therefore stated by Party II that Party I is not entitled to any relief as sought for.

5. Based on the aforesaid pleadings the following issues were framed:

1. Whether the Party I proves that the directions given to carry out the work in Granulation Department amounts to victimization?
2. Whether the Party II proves that the charges levelled against Party I are proved to the satisfaction of the Tribunal with acceptable evidence?
3. Whether the penalty imposed on the Party I is illegal, unsatisfactory, harsh and disproportionate?
5. What relief? What order?

6. In the course of further proceedings both the parties settled the matter amicably amongst themselves and filed the terms of settlement which read as under:

TERMS OF SETTLEMENT

1. It is agreed that the employer shall pay wages to Mr. Prashant Naik for the period from 09-04-2008 to 30-04-2012.
2. It is further agreed that he shall be treated as voluntarily resigned from the services of the Company w.e.f. 01-05-2012.
3. It is further agreed that in view of his voluntary resignation he shall be paid an ex-gratia amount of ₹ 7.00 lacs (Rupees seven lacs only) towards his full and final settlement which includes all his legal dues such as Wages, Gratuity, LTA, Bonus/Ex-gratia, Earned Leave etc.
4. The Management agrees to issue bonafide service certificate within fifteen days from the date of the settlement.
5. In view of above clauses it is agreed by and between both the parties that they shall have no claim of whatsoever nature against each other including the re-employment to the Workman.
6. In view of above clauses it is agreed by and between the parties that they shall jointly file this settlement before Industrial Tribunal for consent award in the case IT-30-2008.
7. The above terms have been signed by Shri Vaman Pednekar, Sr. Manager-Human Resources, Shri Navin Kantak, Dy. Manager, Personnel and Shri Sharad Chodnecar Management Representative on behalf of the management and by Shri P. Gaonkar, General Secretary, Gomantak Mazdoor Sangh and Shri Prashant Naik, the Workman, on behalf of the Workman.
8. Thus the dispute referred to this Tribunal; vide order dated 28-8-2008 has been amicably settled as per the aforestated Consent Terms.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court-I.

Notification

No. 28/1/2012-LAB/373

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 10-05-2012 in reference No. IT/35/02 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 4th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/35/02

Workmen rep. by,
The General Secretary,
Gomantak Mazdoor Sangh,
Shetye Sankul, IIIrd Floor,
Tisk, Ponda-Goa. ... Workmen/Party I
V/s

M/s. Crompton Greaves Ltd.,
Plot No. 1, Goa Industrial
Development Corp.,
Industrial Estate, Bethora,
Ponda-Goa. ... Employer/Party II
Adv. Shri S. Gaonkar for Party I.
Adv. Shri K. M. Naik for Party II.

AWARD

(Passed on 10th day of May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of The Industrial Disputes Act, 1947 (for short The Act), the Government of Goa by order dated 12-6-2002 bearing No. 28/34/2002-LAB referred the following dispute for adjudication by this Tribunal.

"(1) Whether the action of non-payment of 20% Bonus by management of Crompton Greaves Ltd., to their Workmen for the accounting year 1999-2000 is legal and justified?

(2) If not, to what relief the Workmen are entitled?"

2. Upon receipt of the case, the reference was registered under No. IT/35/02 and registered AD notices were issued to the parties. The Workmen/Party I filed the statement of claim at Exb. 3 whereas the employer/Party II filed the written statement at Exb. 5. Party I then filed the rejoinder at Exb. 6.

3. It is in short the case of Workmen/Party I that Party II is having a factory of fan manufacturing at Bethora, Ponda-Goa which was established under joint venture with Economical Development Corporation Goa, in the year 1987 which later was amalgamated with M/s. Crompton Greaves Ltd., w.e.f. 1-4-1996 and since then the production is in full swing and pursuant to this the Bethora factory was treated as fan division of Party II. It is stated that bonus/ex-gratia was paid on the basis of common balance sheet of M/s. Crompton Greaves Ltd., but the workers working in the fan division of Goa are treated by the management in different manner and were paid less bonus/ex-gratia despite the fact that the workers of the fan division in Mumbai were paid 20% bonus and more than 30% ex-gratia. That due to this the workers working in fan division at Goa unit, demanded the same bonus/ex-gratia as declared in the balance sheet of the Company in the respective financial years. That during negotiation/discussion the management informed the workers and the Union that the Goa unit is being treated as different unit and was paid less bonus for the year 1996-1999 though the bonus for the year 1996-97 to the workers of M/s. Crompton Greaves Ltd. was paid at 20% in addition to the huge amount of ex-gratia. It is stated that the concept of bonus was accepted by all the concerned as profit sharing. That the total number of workers involved in this case is around 125 and this is a one time payment for Party II and that the liability is also not a recurring one. It is also stated that the workers have increased the production and therefore Party II has to compensate them by giving 20% bonus considering the increase in the production at Goa division. It is stated that Party II has not treated Party I at par with other workers of Party II even though the balance sheet was common for all the divisions and if the management treats that the bonus should be paid as per common balance sheet, they should pay the bonus declared to their Workmen in fan division in Mumbai since the year 1996-97. It is therefore prayed by Party I to declare that the demand of 20% bonus is legal and justified, to direct the employer to pay the 20% bonus to the workers and in the alternative to direct the employer to pay balance bonus at par with the other workers working at fan division in Mumbai since the year 1996-97.

4. In the written statement, Party II has denied the case of Party I and has stated that the demand made by Party I is wholly misconceived both at

facts and at law; that the Company is engaged in the business of manufacturing of electrical motors, fans, transformers etc. and is having its factories at various places all over Goa and that it is also having several offices throughout the country. It is stated that for all the aforesaid factories and other establishments of the Company, it is having a common balance sheet and the said practice is going on for decades. That the Company has been calculating the bonus payable to the employees based on the common balance sheet and as per the provisions of The Payment of Bonus Act, 1965 and it is being paid uniformly to all the employees spread all over India irrespective of the location and size of the establishment. It is stated that in the year 1999-2000, the Company made huge loss of around Rs.147.00 crores and based on the balance sheet for the said year and as per the computation under the Bonus Act, the Company has paid the bonus to the eligible employees throughout the country at 8.33% which is the minimum statutory bonus payable under the Bonus Act and this has been accepted by all the employees throughout the countries but except the Goa fan unit employees, no other unit has made any grievance. That the payment of 8.33% bonus for 1999-2000 for all the eligible employees throughout the country including the employees at the Goa fan unit, is as per the computation of bonus under said Act. It is stated that the employees were entitled for minimum bonus of 8.33% under the said Act since Company has made huge losses to the tune of Rs. 147.00 crores in the said year. It is stated that the production has no correlation to the payment of bonus since payment of bonus for a particular period depends upon the profit and loss and the allocable surplus under the payment of Bonus Act. It is stated that in the year 1998-99 the Company paid bonus only @ 8.33% for all its establishments, including Goa unit. It is stated that the said Goa fan unit became part of Crompton Greaves Ltd. w.e.f. 19-8-1997 and therefore there was no question of paying uniform bonus for the year 1996-97 to the employees at the Goa unit. It is stated that the issue in dispute is pertaining to only bonus and therefore the union cannot make any grievance regarding the payment of ex-gratia. It is further stated that the figures of production has no correlation whatsoever to the payment of bonus. Thus according to Party II, it has not committed any illegality in the matter of payment of bonus and therefore the demand made by the Party I is liable to be rejected.

5. In the rejoinder, Party I has denied the case projected by Party II in the written statement.

6. On the basis of above pleadings of both the parties issues at Exb.7 dated 30-10-02 were framed:

7. In the course of evidence Shri Puti Gaonkar, the General Secretary, Gomantak Mazdoor Sangh was examined as witness I for Party I and Ms. Bharati Shirsat was examined as witness II for Party I. On the other hand Shri Mushtaq Maulana Shaikh the retired Dy. General Manager-Personnel and Services has been examined as witness I for Party II.

8. Heard Lnd. Adv. Shri S. Gaonkar for Party I and Lnd. Adv. Shri K. M. Naik for Party II.

9. I have gone through the records of the case and have duly considered the arguments advanced.

10. In his arguments Lnd. Adv. for Party I stated that Party I Workmen have no grievance regarding the payment of bonus @ 8.33% for the year 1999-2000. According to him Party I Workmen have been treated as separate class/establishment from the year 1996-99. He further stated that the quantum of amount paid towards bonus/ex-gratia to the workers in fan division in Mumbai for the years 1996 to 1999 is not the same as paid to Party I Workmen and therefore there is no uniformity in the payment of bonus/ex-gratia for the years from 1996 onwards. According to him Party I Workmen are entitled for more bonus as Party II has not treated the Party I at par with other workers working in the fan division elsewhere for the period from 1996 to 1999. In support of his above submission he relied on judgements in the case of **The Workmen of Karnataka v/s. The Presiding Officer Principal 1999(3) KarLJ 421, Hindustan Construction Company v/s. G. K. Patankar and Anr. 1976(1) LLJ 460, General Secretary All India Tourism Development Corporation Employees Union (TN) v/s. Management of India Tourism Development Corporation and Anr. 2001 (1) LLJ 834, Sitaramsugar Mills and Dooria Sugar Mills Ltd. v/s. Their Workmen 1960 (1) LLJ 558, Khandesh Spinning and Weaving Mills Co. Ltd., Jalgaon v/s. Rashtriya Girni Kamgar Sangh, Jalgaon 1960(1) LLJ 541, in Workmen of M/s. Binini Ltd. v/s. The Management of Binini Ltd. 1985 (2) LLJ 564 and in Workmen of Mordern Mills v/s. General Manager 1986(2) LLJ 329.** He also made it clear that the claim of Party I on the subject of uniformity of the bonus pertaining to the period from 1996 onwards could be entertained by this court u/s 10

(4) of the Industrial Disputes Act as the said claim relates to the matter incidental to the issue in dispute.

11. On the other hand Lnd. Adv. for Party II by inviting my attention to the terms of reference submitted that what this court is required to adjudicate upon is whether the action of Party II in not paying 20% bonus to Party I for the accounting year 1999-2000 is legal and justified. He further stated that since Party I has no grievance regarding the quantum of bonus paid for the year 1999-2000, in the light of the above terms of reference, nothing survives in the present case as this court cannot extend the scope of the reference. In support of his above submissions he relied on the judgment in **Firestone Tyre and Rubber Co. of India Pvt. Ltd. v/s. Workmen 1981 (2) LLJ 218 (SC) and in The Jaipur Udyog Ltd. v/s. The cement Work Karmachari Sangh, Sahu Nagar 1972 (1) LLJ 437 (SC)** the observations in which indicate that the Tribunal cannot base its award on the terms which are not covered by reference so also that the award passed based on the adjudication of the dispute which is not referred to the Tribunal is incompetent. He further stated that there is nothing in the terms of reference indicating that payment of bonus is correlated to the figures of production and that. the bonus paid to the Party I is not production based bonus but it is paid uniformly on the common balance sheet of the Company. He also stated that bonus @8.33% has been paid to the workers in all other establishments of Party II. He further stated that since the Goa fan unit became the part of Crompton Greaves Ltd, w.e.f. 19-8-1997, Party I cannot claim parity in bonus viz-a-viz the other establishments of Party II for the years 1996-97.

12. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues along with their findings and reasons thereof:

| Issues | Findings |
|---|---------------------|
| 1. Whether the Party I proves that its demand for 20% bonus to the Workmen for the year 1999-2000 is legal and justified? | In the negative. |
| 2. Whether the Workmen are entitled to any relief? | In the negative. |
| 3. What Award? | As per order below. |

Reasons:

13. *Issue No.1:* Vide this issue Party I is required to prove that its demand for 20% bonus to the Workmen for the year 1999-2000 is legal and justified. Reading of statement of claim filed by Party I and more particularly the prayers in para 16 of the same makes it clear that though the claim of Party I is for 20% bonus to the Workmen for the year 1999-2000, the alternate relief sought is to direct the employer to pay balance bonus at par with the other workers working at fan division in Mumbai since the year 1996-97.

14. It may be mentioned here that though according to Lnd. Adv. for Party I, the relief sought above, for payment of bonus at par with other workers working in the other establishments of Party II, is incidental to the terms of reference, as rightly pointed out by the Lnd. Adv. for Party II, the terms of reference being a pointer towards the grievance of Party I with respect to non payment of 20% bonus to the Workmen for the accounting year 1999-2000, at no stretch of imagination, the claim of Party I made in the statement of claim for payment of bonus on par with the Workmen at Mumbai factory from the year 1996 onwards, could be considered as a matter incidental to the terms of reference, in the instant case. This is because, in normal parlance the matters "incidental" thereto are the matters connected with the dispute or associated with the dispute. The point of dispute specified in the schedule to the order of reference in the instance case, as pointed out above, pertains to payment of bonus @20% for the year 1999-2000 and therefore the same cannot be called as the one connected with or associated with the claim of Party I for payment of balance bonus, at par with the other workers, working at fan division in Mumbai from the year 1996 onwards. Thus, I am of the opinion that in the light of the settled law on the subject, as culled out in the judgments relied upon by Lnd. Adv. for Party II (which are cited *supra*), this Tribunal cannot extend the scope of the reference and travel beyond its terms.

15. Since it is made clear by Lnd. Adv. for Party I, that Workmen/Party I have no grievance regarding payment of bonus at 8.33% for the year 1999-2000, in terms of The Payment of Bonus Act, as rightly pointed out by Lnd. Advocate for Party II, nothing remains to be decided in this reference as it follows from the above submissions of Party I that claim of Party I Workmen of 20% bonus by the management of Party II to their Workmen for the year 1999-2000 is illegal and

unjustified. Nevertheless, it is seen that in his evidence witness I Shri Puti Gaonkar has made it clear that for the year 1999-2000 the bonus declared was 8.33%. It is worthwhile nothing that Shri P. Gaonkar has produced the letter dated 12-1-2001 addressed to the Labour Commissioners office, Ponda by Party II along with the annexure to the said letter from the conciliation file No. CL/ALC, Ponda/ID(24)/2004/937 at Exb. W-1 colly and in his cross examination has admitted that on page 40/C of Exb. W-1 colly it is stated that "as there is no allocable surplus and no set on carried forward, minimum bonus @ 8.33 is payable". It may be mentioned here that the above statement is made with respect to the payment of bonus for the year 1999-2000. Even for that matter, Shri Mushtaq Shaikh witness I for Party II has produced copy of statement of computation of bonus for the period from 1999-2000 at Exb. 29 which also indicates that minimum bonus @ 8.33% is payable for the above year. He has further produced copy of notice dated 21-10-2000 displayed at M4 Division, Kundaim at Exb. 30, copy of notice dated 21-10-2000 displayed at Transformer Division, Malanpur at Exb. 31, copy of notice dated 23-10-2000 displayed at Signaling Division (MP) at Exb. 32, copy of notice dated 24-10-2000 displayed at Baroda Lamp Works at Baroda at Exb. 33 and copy of notice dated 21-10-2000 displayed at Kanjur Complex at Mumbai and all the above exhibits state that bonus for the accounting year 1999-2000 was paid to the workers in these establishments @ 8.33% in accordance with the provisions of the Payment of Bonus Act, 1965. Thus, it becomes clear that Party II has succeeded in establishing that there has been uniformity in payment of bonus in all the above establishments of Party II, for the accounting year 1999-2000, irrespective of the statement made by the Lnd. Adv. for Party I that Party I Workmen have no grievance on the above issue.

16. In her cross examination Smt. Bharati Shirsat has stated that there are three to four factories of Crompton Greaves Company, in Goa since the year 1997 onwards. She has stated that two of these factories/establishments produce fans and the other two are motor manufacturing factories. She has stated that there are several other factories in other states belonging to Crompton Greaves Ltd. She has stated that she was working in fan manufacturing establishment of M/s. Crompton Greaves Ltd. at Bethora, Goa in the year 1997. She has also stated that the demand raised in this dispute is regarding payment of bonus for the

workers working at Bethora factory only. According to her the demand raised and disclosed in the schedule of reference is based on the production of the factory at Bethora.

17. From the above statements of Smt. Bharati Shirsat it becomes clear that the demand of payment of bonus @ 20% is only by the workers working at Bethora factory of Party II and not by the remaining three factories of Party II in Goa and the said demand is based on the production of the factory at Bethora. It may be mentioned here that there is nothing in the schedule to the order of reference indicating that the said demand of bonus is based on the production in the factory at Bethora and therefore as rightly pointed out by the Lnd. Adv. for Party II, the above statement of Smt. Bharati cannot be accepted to enlarge the scope of the reference.

18. It is pertinent to note that according to Smt. Bharati the workers working in Mumbai factory were paid bonus @ 20% for the year 1999-2000 but in the same breath she has admitted that she has not produced any document to show that the Company has paid bonus @ 20% to the workers at Mumbai factory for the year 1999-2000. Thus, the above statement of Smt. Bharati therefore cannot be believed. At this juncture, it requires to be mentioned that the terms of reference relate only to the payment of bonus and not to ex-gratia and therefore the evidence brought on record by Party I to indicate the quantum of ex-gratia paid by Party II to the workers at Mumbai factory is of no relevance.

19. As regards the judgment relied upon by Lnd. Adv. for Party I in the case of **The Workmen of Karnataka (Supra)**, it is seen that the judgment of the Apex Court in the case of **Management of M/s. Express Newspapers (Pvt.) Ltd., Madras v/s. The workers and Ors.** has been considered in this judgment. It is held that the Tribunal can construe the points of dispute with reference to the pleadings and material evidence on record fairly and reasonably and in construing, the points of dispute on the basis of the phraseology in framing the issue cannot conceal the fact in dealing with the issue. It is also held that the statutory duty cast upon the Tribunal is to find out the exact dispute between the parties with reference to the pleadings and evidence on record and it should answer the reference accordingly. It is further held that even if the points of dispute are very vague and suffer from ambiguity, it is the statutory duty of the Tribunal to find out the exact dispute between the parties and adjudicate the same.

20. According to the Lnd. Adv. for Party I the real dispute in the present reference, in terms of the claim statement, is based on the principle of uniformity on the subject of payment of bonus to Party I on par with the workers of Party II working in other establishments since the year 1996 which according to him is the year in which the Economic Development Corporation of Goa got amalgamated with the Party II factory.

21. Undoubtedly, the schedule to the order of reference in the present case reads as under:

“Whether the action of non payment of 20% bonus by management of CGL to their Workmen for the accounting year 1999-2000 is legal and justified?”

22. Thus, reading of the above schedule makes it clear that there is no ambiguity or vagueness in the same and even for that matter in the claim statement Party I has prayed to declare that the demand of 20% bonus is legal and justified, to direct the employer to pay 20% bonus to the workers and in the alternative to direct the employer to pay balance bonus at par with the other workers working in fan division in Mumbai since the year 1996-97. It is therefore clear from the above that the main relief prayed for in the claim statement is demanding 20% bonus and which as can be made out from the averments in the claim statement is for the year 1999-2000. This being the case, the observations in the judgement in the case of **Workmen of Karnataka (supra)** are not applicable to the instant case.

23. The judgements in the cases of **Hindustan Construction Co., and Gen. Secretary All India Tourism (both cited supra)** have been relied upon by the Lnd. Adv. for Party I to contend that Party II has not adopted uniform procedure while paying bonus to the workers of the fan division in Goa, on par with the workers of fan division in Mumbai during the years 1996-99. In these judgements it is observed that substantial justice has to be done with respect to the payment in accordance with the application of uniformity. It is pertinent to note that the reference in the present case is limited to the extent of deciding as to whether the demand of Party I of 20% bonus to the Workmen for the year 1999-2000 is legal and justified and therefore the question of applying the principles of uniformity viz-a-viz the percentage of bonus for the years from 1996 to 1999 paid to the workers in the other fan divisions in Mumbai does not arise for my consideration in this reference and hence the ratios in the above judgements are not applicable to the instant case.

24. The judgments in the cases of **Sitaram Sugar Mills, Khandesh Spinning and Weaving Mills, Workmen of M/s. Binni Ltd., and Workmen of Mordern Mills (all cited supra)** are relied upon by Lnd. Adv. for Party I to contend that since the best documentary evidence on the subject of grant of bonus to the workers remains in possession of the Company, it is the burden on the Company to produce the said documents and in the instant case to show as to what percentage of bonus they had paid to the workers in fan division in Mumbai for the years from 1996 to 1999.

25. I have already pointed out in the discussion supra as to what are the terms of the reference sent to this court by the Government and considering the said terms, I am of the considered opinion that there was no need for Party II herein to produce any documentary evidence to show as to what percentage of bonus they had paid to the workers in the fan division in Mumbai for the years from 1996 to 1999. In my view considering the limited scope of the dispute under adjudication, the ratios in the above judgments are not at all applicable to the case at hand and thus reliance placed on those judgments by the Lnd. Adv. for Party I is apparently misplaced.

26. Without accepting the arguments of Lnd. Advocate for Party I that the issue regarding payment of bonus to the Workmen from the year 1996 onwards on par with the workers in Kanjur, Mumbai factory is a matter incidental to the main issue, it requires to be noted that though in the claim statement Party I has pleaded that the fan manufacturing factory of Party II at Bethora, Ponda, Goa was amalgamated with M/s. Crompton Greaves Ltd. w.e.f. 1-4-1996, in the written statement it is the specific defence of Party II that said Goa fan unit became the part of Crompton Greaves Ltd. w.e.f. 19-8-97. It may be mentioned here that the witnesses of Party I have not produced any documentary or other evidence in support of their above pleadings and on the contrary Shri P. Gaonkar has stated in his cross examination that he does not know the date of amalgamation of Company and hence he cannot say anything to the suggestion that the amalgamation was on 19-8-97. Even for that matter, there is admission on the above subject, by witness II Smt. Bharati Shirsat since she has categorically stated that since August 1997 the Company was formed due to amalgamation and named as Crompton Greaves Ltd. As regards Shri Mushtaq M. Shaikh witness as for Party II, he has stated in his cross examination that he does not know the date on which the Goa Electricals and

Fans was amalgamated with Crompton Greaves Ltd. and it deserves to be noted that no suggestion stating that the said amalgamation was on 1-4-1996 has been put to Shri Shaikh. At any rate, since evidence on record makes it clear that Party I has failed to prove that said amalgamation was on 1-4-96 and on the contrary to the suggestion that said amalgamation was on 19-8-97 Shri P. Gaonkar has feigned ignorance, it can be safely concluded that Party II has succeeded in proving that 19-8-97 is the probable date of amalgamation and therefore the same deserves to be accepted.

27. Having come to the conclusion that 19-8-97 is proved to be the probable date of amalgamation of Goa Electrical and Fans Ltd. with Party II Company, as rightly pointed out by Lnd. Adv. for Party II, it would not stand to reason for Party I to claim parity in payment of bonus for the year 1996-97.

28. As regards the parity in the payment of bonus for the year 1997-1998, Shri P. Gaonkar has stated in his cross examination that the workers in Mumbai were paid bonus @ 20% for the year 1997-98. Further, cross examination of Smt. Bharati Shirsat makes it clear that the bonus paid to the workers for the years 1997-98 and 1998-99 was on the basis of consolidated balance sheets, but no documentary evidence has been produced to establish that workers in Mumbai were paid bonus @ 20% for the year 1997-98. Being so, one has to accept the statement made by Smt. Bharati Shirsat that bonus was paid to the workers at Goa fan division, on the basis of consolidated balance sheet for the year 1997-98 and this supports the statement made by Shri Mushtaq Shaikh that the percentage of payment of bonus has been uniform for all the covered employees of Party II throughout the country and the same was/is based on the common balance sheet maintained by Party II Company as well as on the formula prescribed under The Payment of Bonus Act, 1965.

29. Now coming to the claim of Party I of parity in payment of bonus for the year 1998-99, Shri P. Gaonkar has stated in his cross examination that bonus for the year 1998-99 was paid @ 8.33% and that he does not know whether the bonus for this year was paid on the basis of common balance sheet of all the establishments of Party II in India. In this context, I have already pointed out that witness Smt. Bharati has made it clear that the bonus paid to the workers including Goa workers for the year 1998-99 was on the basis of consolidated balance sheet. This witness has otherwise admitted that the bonus paid for the

year 1998-99 was @ 8.33%. It is therefore clear from above that bonus @ 8.33% paid to the workers at Goa factory of Party II was on par with the workers working in the other establishments of Party II.

30. It is therefore clear that Party I has failed to make out a case even as regards "no uniformity" in payment of bonus by Party II for the years 1996 onwards.

31. At any rate, since discussion above makes it clear that Party I has failed to prove that its demand for 20% bonus, to the Workmen for the year 1999-2000, is legal and justified, this issue is answered in the negative.

32. *Issue No. 2:* Since Party I has failed to prove issue No. 1, no any relief could be granted to Party I. Hence my findings.

33. In the light of above discussion, I pass the following.

ORDER

1. It is hereby held that the action of non payment of 20% bonus by management of Crompton Greaves Ltd., to their Workmen for the accounting year 1999-2000 is legal and justified.
2. The Party I/Workmen are not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2012-LAB/372

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 16-04-2012 in reference No. IT/36/2003 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 4th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/36/2003

Workmen rep. by,
Gomantak Mazdoor Sangh,
3rd Floor, Shetye Sankul,
Ponda, Goa.

V/s

M/s. Goa Bagayatdar Sahakari
K. V. S. Maryadit,
Upper Bazar,
Ponda, Goa.

Adv. Shri S. Gaonkar for Party I/Workmen.

Adv. Shri A. V. Nigalye for Party II/Employer.

AWARD

(Passed on 16th day of April, 2012)

By order dated 2-7-03, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act) has referred the following dispute for adjudication.

"(1) Whether the demand of Gomantak Mazdoor Sangh on behalf of the below mentioned Workmen of M/s. Goa Bagayatdar Sahakari K.V.S. Maryadit, Ponda, Goa for regularization of their services and extending the benefits at par with permanent workers of the society is legal and justified?

(1) Smt. Anusa G. Naik (2) Smt. Sufala N. Phadte (3) Meenakshi G. Gaonkar (4) Tarika D. Chari (5) Sukanti M. Naik (6) Kalani P. Gawde (7) Seema R. Khandeparkar (8) Rita G. Veliskar (9) Sharad A. Naik (10) Sudha K. Gawde (11) Sumati L. Gaonkar (12) Sangeeta P. Gaonkar (13) Rasika H. Naik (14) Savita P. Mazgaonkar (15) Kalpana R. Gaonkar (16) Savita A. Gawde.

(2) If not, to what relief the Workmen are entitled?"

2. On receipt of the reference, IT/36/03 was registered. Notices were issued to both the parties upon which they appeared before this Court and Party I filed the statement of claim at Exb. 3. Party II filed the written statement at Exb. 5 and thereafter the Party I filed the rejoinder at Exb. 6.

3. In the statement of claim, it is in short the case of Party I that the Gomantak Mazdoor Sangh is a registered trade union under the Indian Trade

Unions Act, 1926 and is recognized Union in several industrial units and commercial establishments in Goa. That it has been representing all the Workmen in the reference engaged by the Goa Bagayatdar Sahakari K.V.S. Maryadit, Ponda, Goa. That Party II is the I number one industrial establishment engaged in purchase and sale of all agriculture and other essential products and it is also engaged in the sale of consumers and other goods in order to provide the said goods to the public at reasonable rates. It is stated that the Workmen in the reference are in continuous services of Party II from the date of their initial joining and that they are working continuously. It is stated that the duty timings of these Workmen are from 8:30 a.m. to 1:00 p.m. and from 3:30 p.m. to 7:00 p.m. every day. It is also stated that though these Workmen are working for last several years they were not paid minimum wages, bonus, leave, paid leave under the provisions of law as well as the benefits applicable to the permanent Workmen under the terms of the settlement presently in force. It is stated that the normal duties of these Workmen are to weigh the materials and make packets of small quantities and after making the packets to prepare the labels and stick on them. It is stated that the job of these workers is to weigh and make packets of essential commodities, vegetables and other materials brought in bulk by Party II. It is also stated that these workmen collect the bulk material from the superior in the morning and continuously make the packets and hand them over to the superior. That their work is supervised by Party II and their daily attendance is marked. It is stated that these workers do the semi-skilled work of weighing and packing regularly and the said work of permanent and regular nature is carried out by them for last several years since their initial date of appointment. It is stated that keeping these workers like bonded labour amounts to implementation of unfair labour practices. It is stated that since the post on which the Workmen are working are of regular and permanent nature, the action of the employer to deny them the legitimate benefits of permanent employment is unfair, illegal, unjustified and bad in law and that these Workmen are entitled for regularization of their services. It is therefore prayed to direct the employer to regularize the services of the Workmen and extend them the benefits of the permanent Workmen such as payment of bonus, leaves, coverage under the provisions of Employees State Insurance Corporation, retrospective coverage under the provisions of Employees Provident Fund, paid holidays etc.

4. In the written statement the case of Party II is that the reference is not maintainable in law and on facts of the case; that it has been made without application of mind; that the matter referred to the court is not an industrial dispute within the meaning of section 2(k) of The Act; that Gomantak Mazdoor Sangh does not represent a substantial number of workers in the establishment of Party II and that the said union has no locus standi to represent the workers or raise/espouse the dispute on their behalf; that the establishment of Party II is not an "industry" and Party I are not "Workmen"; that Party II is a co-operative society registered under the Maharashtra Co-op. Societies Act, 1960 as applied to the State of Goa and that the authorities under the Industrial Disputes Act have no jurisdiction to decide the disputes between the Co-operative societies and its employees and hence this Tribunal has no jurisdiction to deal with the purported dispute; that the subject matter of the purported dispute does not fall within the purview of The Industrial Disputes Act, 1947 or any other labour law and therefore the authorities under the Act have no jurisdiction to adjudicate the dispute; that Party I has an alternate and efficacious remedy under the relevant laws; that the statement of claim is not properly verified. It is further stated that Party II is engaged in purchase and sale of agricultural produce such as arecanuts, coconuts, cashew, spices and other agricultural products produce by its members and other agriculturists in this territory and is engaged in these activities to provide remunerative prices to the agriculturists and horticulturists for their produce. It is stated that the activities of the Party II are aimed at reducing the dependence of farmers and the general public on middle man and private traders. It is stated that Party II is not an industry and its establishment are not industrial establishments and the workers herein are not 'Workmen' within the meaning of Section 2(s) of the Act. It is stated that Party II has employed workers in different grades and categories for performing various types of functions assigned to them from time to time and that the employees employed in the sanctioned posts are employed in different grades and they are entitled to specific pay scales and other service benefits and that they are employed after following a detailed procedure of recruitment. It is stated that the employees also have to satisfy the minimum qualifications of age, education and other matters and only after they satisfy the eligibility and other criteria, they are employed to the posts after due process of selection. It is stated that initially they are appointed for a specific period on probation

and only on satisfactory completion of the probationary period, they are confirmed in service. That the persons whose names appear in the order of reference are employed purely on casual and piece rate basis and they are neither daily rated, weekly rated or monthly rated employees of Party II. It is stated that these employees are offered employment as and when available and they have no fixed working hours and they are free to attend the work as per their convenience. It is stated that normally these employees approach the office of Party II in the morning hours at the time of its opening and they are allotted work if available and are paid at the end of the week as per the volume of packets packed by them and it is only for this purpose their attendance is maintained during the week. It is stated that these employees are not employed on any sanctioned posts and they are not entitled to any other benefits like wage scales, leave etc. like other regular employees and that the service rules of the society are also not applicable to them, they being piece rated employees. Thus, according to Party II these employees do not have any lien on service or right for regular employment in the services of Party II.

5. It is also stated by Party II that no case has been made out by Party I for regularization of the employees whose names are mentioned in the reference and that the relief sought by them is, therefore unjustified and that in the event this Tribunal awards their regularization, it will put a heavy financial burden on the Party II, which will not be able to bear as the very existence of Party II would be at stake.

6. On the basis of the above pleadings of the respective parties following issues were framed:

ISSUES

1. Whether the Party I/Union proves that it is a registered trade union and it represents all the union in the present reference?
2. Whether the Party I/Union proves that its demand for regularization for services of Workman and extending to them the benefits at par with permanent workers of Party I is legal and justified ?
- 2(A) Whether Party I/Union proves that the Party I/Union has the locus standi to represent the workers or raise/espouse the dispute on their behalf?
3. Whether the Party II proves that it is not an "industry" within the meaning of the I.D. Act, 1947?

4. Whether the Party II proves that the Workmen are not "Workmen" within the meaning of the I.D. Act, 1947?
5. Whether the Party II proves that the dispute referred is not an industrial dispute within the meaning of Section 2(k) of the I.D. Act, 1947?
6. Whether the Party II proves that this Tribunal has no jurisdiction to entertain and decide the dispute?
7. Whether the Workmen are entitled to any relief?
8. What Award?

7. In support of their claim Workmen/Party I examined the General Secretary of Gomantak Mazdoor Sangh, Shri Puti Gaonkar as witness No. 1 and Smt. Sufala Phadte as witness No. 2 and closed their case. On the other hand Party II examined its Managing Director, Shri Ulhas Anant Umarye as their witness and closed their case.

8. Heard Learned Adv. Shri S. Gaonkar for Party I and Learned Adv. Shri A. V. Nigalye for Party II.

9. It may be mentioned here that during arguments Learned Adv. for Party II made it clear that he was not pressing issue No. 3 to 6 and therefore I answer the remaining issues as under:

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| Issue No. 1 | In the affirmative. |
| Issue No. 2 | In the negative. |
| Issue No. 2(A) | In the affirmative. |
| Issue No. 7 | Workmen are not entitled to the relief claimed. |
| Issue No. 8 | As per order below. |

REASONS

10. *Issue No. 1 & 2(A)*: Both these issues are answered together for the sake of convenience as they are interconnected.

11. There is otherwise no dispute that Gomantak Mazdoor Sangh (for short the Sangh) is not an internal union of the workers working with Party II but that it is an external union and that the workers to this reference have claimed to have joined the said union. It is stated by Shri Puti Gaonkar, the General Secretary of the Sangh that in the month of April 2002 almost all the workers working in the packing department decided to join the Sangh and accordingly became the members. He has produced xerox copy of letter dated 6-4-02 written by the sixteen workmen in the present reference authorizing him to appear before this Tribunal on their behalf and represent them in this case at Exb. W-1. He has stated that after enrolling them as

the members, he informed the company about the formation of the union vide letter dated 7-4-02 and also submitted the demand for regularization of their services on behalf of them. He has also produced the copy of the letter dated 9-4-02 addressed by him to the Asstt. Labour Commissioner, Ponda raising the dispute on behalf of the workmen regarding regularization of their services and extension of all benefits given to the permanent workers by Party II at Exb. W-2. He has also produced the letter dated 11-4-02 received by the Sangh from the Asstt. Labour Commissioner, Ponda asking him to submit the names of the workers, at Exb. W-3. He has produced the xerox copy of the letter dated 16-4-02 written by him to the Asstt. Labour Commissioner enclosing the names of the workers with their signatures, along with the copy of the letter dated 6-4-02 having such names on it, at Exb. W-4 colly. He has produced the Xerox copy of the letter dated 6-6-02 addressed to the Asstt. Labour Commissioner, Ponda by the Managing Director of the Party II on the subject of the alleged industrial dispute between Party II and their work persons, at Exb. W-5 and the copy of the rejoinder dated 14-6-02 filed by him to the above reply of Party II, at Exb. W-6. He has stated that since the management did not participate in the conciliation proceedings, the same ended in failure and he has produced the Xerox copy of the said failure report dated 28-4-03 submitted by the Asstt. Labour Commissioner, Ponda to the Government, at Exb. W-7.

11. In his cross-examination he has stated that Party II is a Co-operative Society registered with the Registrars of Co-operative Societies and that it is managed by the Board of Directors. He has stated that it is the practice of the union to take authorization letters from the members such as the letters dated 6-4-02 (Exb. W-1) at the time of joining the union and that the letter dated 6-4-02 was taken in the course of normal practice. He has denied the suggestion that the said 16 persons are not the members of the Union and that the Party I/union does not have substantial number of persons in the establishment of Party II.

12. By referring to the above evidence, Learned Adv. for Party II invited my attention to the judgment in **workmen of Indian Express Newspaper Pvt. Ltd., v/s the Management of Indian Express Newspaper Pvt. Ltd., 1970 Lab I. C. 574** contending that the membership of 25% of the workers in the union is essential for the Union to represent the said workers. He also relied on the judgment in **Deepak Industries Ltd., and another v/s State of West Bengal and others 1975 Lab I.C.**

1153 contending that mere fact that the union representing the Workmen is registered under the Indian Trade Union's Act is not the conclusive proof of its real existence or the authority to represent the Workmen and that mere negotiations by some official of the Union with the employers for conciliation or executing certain documents on behalf of the Workmen prior to the reference are not conclusive to give the alleged dispute character of an industrial dispute within S. 2(k). According to him since the Party I/the Sangh herein is representing the case of only 16 workers, the same cannot be considered as substantial representation and therefore the Sangh has no locus standi to represent the workers or raise/spouse the dispute on their behalf.

13. On the other hand learned adv. for Party II by referring to the observations in the judgment in **J. H. Jhadav v/s M/s. Forbes Gokak Ltd., 2005 (3) SCC 202** contended that the phrase "the Union" merely indicates the Union to which the employees belong even though it may be a Union of a minority of the Workmen and that when the establishment has no Union of its own and some of the employees join the Union of another establishment belonging to the same industry it would be open to the Union to take up the cause of the Workmen if it is sufficiently representative of the those Workmen, despite the fact that such Union was not exclusively of the Workmen working in the establishment concerned. In this judgment by referring to the judgment in **Indian Express Newspaper (supra)** observed that an outside Union can sufficiently represent/espouse the cause. He then relied on the judgment in **Nava Bharat v/s Nagpur Union of Working Journalists and others 1990 (1) LLJ 591** in which the dispute raised by 17 working journalists was held to be "industrial dispute" as it was raised by those journalists as a class between themselves.

14. By referring to the documents at Exb. W-1, Exb. W-2, Exb. W-3, Exb. W-4 colly Lnd. Adv. for Party I submitted that these documents clearly indicate that the Workmen in this reference had authorized the General Secretary of the Sangh to represent them before the management and the Government officials including the Tribunal or any other forum, in their labour dispute. He also stated that the Workmen herein who have been working in the packing department are a separate class between themselves and therefore as observed in the judgment in **Nava Bharat (Supra)** they can authorize their representation by the Sangh.

15. It may be mentioned here that the judgment in **Indian Express Newspaper (supra)** nowhere states that it is an hard and fast rule that there should be at least 25% of the total number of Workmen in the Union, for the Union to represent them and since in this case the total number of working journalists was 131 the Apex Court observed that the 31 members who were represented by the Union form 25% of the total Workmen. As rightly pointed out by the Learned Adv. for Party I the total number of Workmen working with Party II herein is not known and therefore the question of finding out the percentage of Workmen represented by the Sangh does not arise. Even for that matter, total number of Workmen in the case of Nava Bharat (Supra) is also not mentioned in the said judgment and therefore the arguments of Lnd. Adv. for Party II that there should be at least 25% of the total Workmen in the Union to be represented by the Union, cannot be accepted. That apart, the observations in the judgment in Deepak Industries (Supra) also indicate that when the employer challenges the authority of the union, the said aspect has to be proved by production of material evidence such as that the Union has been duly authorized either by the reservation of its members or otherwise that *it has the authority to represent the Workmen* whose cause it is espousing. In the case at hand the document at Exb. W-1 clearly indicates that these 16 members had authorized the Union to represent them and even otherwise, it is clear from the documents at Exb. W-2, Exb. W-3 and Exb. W-4 colly that the objection now raised challenging the authority of the Union to represent the Workmen was not raised before the conciliation authority.

16. It may be mentioned here that it is otherwise not disputed by Party II that the Sangh is a registered trade Union under the Indian Trade Unions Act, 1926 and therefore no controversy remains on this aspect. Being so, I am of the considered view that the Party I/Union has sufficiently established that it represents all the Workmen in the present reference and consequently it has the locus standi to represent the workers or raise/espouse the dispute on their behalf: Both these issues are therefore answered accordingly.

17. *Issue No. 2:* It is stated by Shri Puti Gaonkar that the workers in this reference have been working for last several years doing the work of weighing the materials, making packets of small quantities, preparing labels and sticking them on each packet. He has also stated that every day in the morning, these workers collect the bulk material from their

superior and make the packets continuously and hand them over to their supervisors. According to him these workers do the semi-skilled work of weighing and packing regularly and this work is of permanent and regular nature which is carried out by them for last several years since their initial date of appointment. He has stated that these workers are not paid the wages on par with the permanent who are doing the work of weighing, packing and helping and that they are not paid the bonus nor granted the leave and are also not given the benefits under the terms of settlement in force applicable to permanent Workmen.

18. In his cross-examination, Shri Puti Gaonkar has stated that he does not know if there is any prescribed procedure for appointment of permanent employees so also there is no minimum age limit or education qualification in respect of the packers working in the establishment of Party II. He has also stated that he does not know if the permanent employees are required to give any bond with surety and if the packers are not required to give such bond and surety. He has stated that the packers were interviewed before their appointment. He has stated that he does not know if these packers are employed on sanctioned post and has denied the suggestion that he is aware that the posts are required to be created and sanctioned by the Registrar of Co-op. Societies. He has stated that he is not aware if the Party II has service rules and has denied the suggestion that he is aware that Party II has service rules which are applicable to the permanent employees, probationers, trainees and that the said rules are not applicable to the casual employees like packers. He has denied the suggestion that the packers do not have fixed working hours and has stated that they work from morning till 7:00 p.m. in the evening with a break in the afternoon. He has admitted that the packers are paid on piece rate basis i.e. on the basis of packets packed and that the payment is made on weekly basis. He has also admitted that the packers are not paid on holidays and are paid only on the days they work.

He has stated that the regular attendance of the packers is maintained for the purpose of making the payment.

19. The second witness for Party I namely, Sufala Phadte has stated that she is working as packer with party II since 7-11-90; that initially she was working at the Ponda establishment of Party II and after her marriage she was transferred to Marcella branch. She has stated that her duty timings are from 8:30 a.m. to 1:00 p.m. and from 3:30 p.m. to

7:00 p.m. She has stated that the permanent employees who supervise their work give packing material to them and packed material, after counting is taken by the said employees with the help of regular weighman. According to her she and the other packers carry out the work of permanent nature required to run the store. She has also stated about their normal duties, which is to weigh the materials, make packets of small quantities, prepare labels, stick on each packet, to weigh and make packets of essential commodities, vegetables and other materials brought in bulk by Party II. She has stated that after making the packets the same are handed over to the supervisor and that Party II supervises their work and their daily attendance is marked. She has also stated that since their joining they are working continuously but they are not paid minimum wages, bonus and are not given leave, paid leave and the benefits under the terms of settlement which is applicable to all the permanent Workmen.

20. In her cross examination Sufala had stated that her name was not sponsored by the employment exchange; that she had not answered the written test but she was interviewed orally. She has stated that she was not given any written order for transferring to Marcel and that this transfer was at her request which she had asked upon her marriage. She has stated that the other regular employees sign the attendance register. She has also stated that the packers work in a group of three and that the material is cleaned by all three but it is filled in the packets by one, weighed by the other and labelled and sealed by the third one and they are paid as per the number of packets filled, weighed and packed by them. She has stated that they work on Sundays if there is work and they are not paid if they do not work on Sundays. She has stated that she does not know if other regular employees are paid salaries even on the days they do not work. She has denied the suggestion that the packers are not required to have education qualification unlike regular employees so also that there is no sanctioned post of packers and that the regular employees are appointed on sanctioned post. She has denied the suggestion that packers are appointed by the Branch Manager and the regular employees are appointed by the Managing Director after their selection by the selection committee. She has denied the suggestion that packers are not working continuously and that their work is not of permanent nature.

21. Shri Ulhas A. Umarye the Managing Director of Party II has stated that Party II is a Co-op. Society

registered under The Maharashtra Co-op. Societies Act, 1960 as applied to the State of Goa having its registered office at Ponda, Goa and is now governed by the Goa Co-op. Societies Act, 2001 which came into effect from 1-2-2008. He has stated that the affairs of Party II are managed by the Board of Directors elected by its members and that he is the member of the Board of Directors in his capacity as M. D. He has also described the various activities undertaken by Party II which are aimed at reducing the independence of farmers and the general public on the middle man and private traders and has stated that the said activities are carried out by Party II through its Head Office and Branches situated in different parts of Goa. He has stated that the employees employed in the sanctioned post are employed in different grades and they are entitled to specific pay scales and other service benefits and that they are employed after following detailed recruitment procedure. He has stated that such employees have to satisfy minimum qualification regarding age, education and other matters and the best available candidate is appointed to the post to be filled. He has stated that initially they are appointed for a specific period on probation and on satisfactory completion of probationary period, they are confirmed in service. He has stated that Party II has its service rule and all the appointments to the posts in the organization of Party II are governed by the service rules. He has stated that the regular employees have to furnish security bond with sureties and they are entitled to leave and weekly holidays with wages and they are paid salary on monthly basis. He has stated that the packers employed with Party II are not entitled to the aforesaid benefits; that they are appointed on piece rate basis; that they are paid on the quantum of work/pieces generated by them and that they are casual employees and not skilled or semi-skilled workers. He has also stated that the Registrar of Co-op. Societies has issued an order in exercise of the powers conferred Section 79-A of The Maharashtra Co-op. Societies Act, 1960 as applied to the State of Goa regarding assessment and creation of new posts and their recruitment thereto after obtaining sanctions thereof and other matters and the directions given in the said orders are binding on Party II. He has stated that the persons whose name appear in the order of reference are employed purely on casual and piece rate basis for cleaning grains, cereals, weighing the said materials and packing them in the packets of specific rates and they are offered employment as and when available. He has stated that these packers are not employed on any

sanctioned posts and that they are not entitled to any other benefits like wage scales, leave etc. like other regular employees and that the service rules of the society are not applicable to them, they being the piece rated employees. He has stated that the eligibility criteria for employment of regular employees are not to these packers. He has produced the true copy of the order dated 13-6-93 issued by the Registrar of Co-op. Society, at Exb. 25.

22. In his cross-examination, he has stated that since the workers under reference are working as piece rate workers no appointment orders are issued to them. He has stated that no wage register is maintained in respect of these workers as they are piece rated workers; that the major work carried out by these workers is of packing of the materials and if this packed material is packed by such workers then only it is provided in the shops. He has stated that Party II is maintaining packing register, which is at Exb. 31, but no attendance register is maintained with regards to these workers. He has also stated that there are no permanent workers in the category of packing materials. He has stated that there is a separate hall (separate section) for packing the articles and depending upon the packing requirements. 1/2 clerks are deputed for packing department. He has also stated that one Shri Satish Prabhu, the Asstt. Branch Manager is the overall In-charge of the packing department. He has also stated that since the Workmen here are piece rate workers it is not necessary to issue them the appointment letters as per Shops and Establishments Act. He has also stated that society is having service rules, which are applicable to the regular employees, and he has produced the same at Exb. 32. He has stated that the service rules refer to category/classification of workers i.e. permanent, probationer, temporary, casual, substitute, seasonal and trainee. He has also stated that the piece rate wages payable to the Workers are revised from time to time.

23. By referring to the above evidence and more particularly on the subject of nature of work carried out by the workers to this reference the Lnd. Adv. for Party I stated that these workers have been working for a very long time but no appointment letters have been issued to them and keeping them for long without giving the appointment letters, is an unfair labour practice. He also stated that it is evident from the statement of Shri Puti Gaonkar and Smt. Sufala that the work performed by these Workmen is of permanent nature and therefore considering the perennial nature of work these Workmen cannot be kept without issuing

appointment letters. By referring to clause 10 of the Fifth Schedule to the Act, he stated that to employ Workmen as "badlis", *casual*, or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent Workmen is an unfair labour practice. By contending that it is admitted by Shri Umarye that the shops in which these Workmen are working are registered under the Shops and Establishments Act he invited my attention to the definition of the term "employee" under Section 2 (7) of the Goa Daman & Diu Shops and Establishments Act, 1973 and Rules, 1975 and stated that the Workers herein are the employees and by further referring to clause 35 of the Rules he stated that it is mandatory for the employer to furnish to all the employees the letter of appointments, which in this case are not issued.

24. By referring to the evidence of Shri Umarye wherein he has stated that these employees are the casual employees viz-a-viz the service rules of Party II at Exb. 32 he stated that in terms of these rules the employees are classified and the said classification includes 'casual employees' and therefore these service rules are applicable to the Workmen to the reference. Thus, according to him it was for the Party II to have regularized the services of these Workmen by extending them the benefits of permanent Workmen.

25. In support of his submission he relied on the judgment in **V. Radhakrishnan and Ors. v/s The Registrar Central Administrative Tribunal, Madras bench, Chennai 2007 (4) MLJ 650** in which the petitioners who had rendered two decades of service and who were given temporary status and were offered time scale of pay, were ordered to be conferred permanent status by observing that there were no rational basis for keeping them under temporary status. He also relied on the judgment in **State of Haryana v/s Piara Singh 1993 (2) LLJ 937** in which it is observed that once a casual labour is continued for a fairly long time a presumption may arise that there is regular need for his services. He then relied on the judgment in **Reliance Energy Ltd., Mumbai vis. Yadayya Giri and Ors. 2011 1 CLR 60** in which it is observed that in the absence of any evidence indicating that the Workmen were engaged only for a particular period and when it is apparent that the work done by the Workmen was perennial in nature non issuance of appointment letters to them and employing them, continuously for years together as temporary Workmen amounts to unfair labour practice under the Fifth Schedule. He also relied on the judgment in **Rohtas Industries**

Ltd., v/s Brijnandan Pandey 1956(2) LLJ 444 wherein it is observed that an Industrial Tribunal may create new obligations or modify contracts in the interests of industrial peace, to protect legitimate trade union activities and to prevent unfair practice or victimization and stated that in terms of above observations this court has powers to impose certain conditions on Party II herein. He then relied on the judgment in **Union Public Service Commission v/s Girish Jayanti Lal Vaghela 2006(2) SCC 482** in which it is observed that a private employer in India enjoys almost a complete freedom to select and appoint anyone he likes and there is no statutory provision mandating advertisement of the post or selection being made strictly on merit even where some kind of competitive examination is held. It is also observed in this judgment that a private employer has absolute liberty to appoint a less meritorious person.

26. On the hand Lnd. Adv. for Party II by inviting my attention to the cross examination of Shri Umarye made it clear that the shops of the society are registered under the Shops and Establishments Act, but the society is registered under the Co-op. Societies Act and therefore the shops function under the control of the society and hence are governed by the rules and regulations applicable to the societies. He further stated that the dispute in question came into existence prior to coming into force of the Goa Co-op. Societies Act and hence the law applicable is under The Maharashtra Co-op. Societies Act, 1960 as applied to the State of Goa. Thus, according to him the order dated 13-3-96 issued by the Registrar of Co-op. Societies which is at Exb. 25 is binding on Party II. By referring to cross examination of Shri Umarye he stated that the society was not having certified standing orders but has the service rules which are at Exb. 32 and the same too are applicable herein. By referring to Exb. 25 Lnd. Adv. for Party II stated that the directions contained in this order are issued by the Registrar of Co-op. Societies in view of the powers conferred by Section 79A of The Maharashtra Co-op. Societies Act, 1960 and these directions are statutory. He further stated that in terms of Exb. 25 "staff assessment and selection committee" has to obtain prior approval of the Registrar for creation of posts and therefore it is clear that there is control of Registrar on the creation and filling up of the posts which procedure is akin to the procedure adopted in the public employment and thus the procedure adopted for creating and filling up the posts in Party II has an element of public employment. He also stated that the work of creation of posts being an executive function, in

the absence of State (Registrar of Co-op. Societies in this case) as a party to the present reference no sanction for creating or filling up the post could be granted and consequently the question of regularizing the services of the Workmen to this reference and extending the benefits of permanent employees does not arise. He relied on the judgment in **Shrirampur Municipal Council, Shrirampur v/s V. K. Barde, Member, Industrial Tribunal, Ahamadnagar and Ors. 2011 II CLR 336** the observations in which indicate that Industrial Tribunal do not possess jurisdiction to order even indirectly the creation of posts which is purely an executive feat dependent on several factors. He also relied on the judgment in **Indian Drugs and Pharmaceuticals Ltd., v/s Workmen Indian Drugs and Pharmaceuticals Ltd., (2007) I SCC 408** in which it is observed that a daily rated or casual worker is only a temporary employee and that the temporary employee has no right to the post. It is also observed herein that "temporary employee" is a general category which has under it several sub-categories e.g. casual employee, daily rated employee, ad hoc employee etc. By referring to the judgment in **State of Karnataka v/s Umadevi (3) (2006) 4 SCC 1** it is held in this judgment that merely because a temporary employee or a casual worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is further observed in this judgment that rules of recruitment cannot be relaxed and the Tribunal cannot direct regularization of temporary employees dehors the rules and that the regularization can be done only in accordance with the rules so also that the court cannot create a post where none exists. He further relied on the judgment in **Kendriya Vidyalaya Sangathan v/s L. V. Subramanieswara and Anr. (2007) 5 SCC 326** the appellant in which was an autonomous body i.e. a society registered under the Societies Registration Act and the recruitment of its teachers and other staff was governed by the Appointment, Promotion, Seniority Rules, 1971 framed by its Board of Governors and the teachers in terms of said rules were appointed on all India basis. That pursuant to advertisement by the appellant issued in local news paper, the respondents whose names were registered with the local employment exchange were admitted intermittently and were selected, but not by regular selection committee. The respondents filed writ petition seeking relief of regularization and the Hon'ble High Court granted

them the relief but in appeal the Apex Court by considering the nature of the job and the fact that the posts were transferable throughout the country held that an opportunity within the meaning of Art. 16 to all eligible was essential and held that respondents did not satisfy the test of equality, reservation or the rule of law as enumerated in the case of *Umadevi (supra)*. He then relied on the judgment in **Pinaki Chatterjee and Ors. v/s Union of India and Ors. (2009) 5 SCC 193** in which the appellants except one of them were directly engaged on group C posts in the Electrical Department of Railway Electrification Project. They claimed regularization on the ground that they had worked for a long time and were subjected to trade test at the time of initial engagement. Apex Court held that the posts held by the appellants were purely on casual basis and not against cadre post and that the appellants have not been appointed upon compliance with the provisions of Art. 14 and 16 and/or the recruitment rules.

27. It may be mentioned here that merely because Shri Puti Gaonkar and Smt. Sufala have stated that since their joining the workers to this reference have been doing the work of packing continuously and that they had not been issued the appointment letters while being employed as packers, it would not be proper and justified to hold that non issuance of appointment letters to such workers amounts to unfair labour practice as envisaged in the Fifth Schedule. This is because the service rules of Party II at Exb. 32 and more particularly clause 7 of it (on page 5) makes it clear that no appointment letters are required to be issued to the casual employees and thus Party I cannot be heard to make the above grievance. Even otherwise the observations in the judgment in **Shrirampur Municipal Council (supra)** are clear on this aspect since it is observed that the employees becomes the victim of unfair labour practice on the part of the employer only in case there exists the posts on which they are working and if the same are not filled in. In the case at hand it is nowhere the case of Party I that there exist the posts in Party II for regularizing these employees on such posts and therefore in the absence of such contention there cannot be any unfair labour practice on the part of Party II. It is apparent from the observations in all above referred judgments relied upon by the Lnd. Advocate for party II that the court cannot create the posts where none exists and the status of permanency cannot be granted when there is no post. It is also observed in these judgments that the court cannot direct the creation of posts and that creation and sanction of posts is the prerogative of the executive or the legislative

authorities and it involves economic factor. No doubt, the above observations are made in the cases of public employment however, considering the directions incorporated in the order at Exb. 25 issued by the Registrar of Co-op. Societies which makes it clear that prior approval of Registrar is necessary for creating the posts, I am in agreement with Lnd. Adv. for Party II that the above requirement in Exb. 25 brings the case of Party II society on par with Government employment and thus the principle that court cannot direct creation of posts which is the prerogative of the executive [Registrar in this case] is required to be imported in this case. Thus, merely because these casual workmen have continued as such for a long time, the same would not entitle them to claim the status of permanency.

28. Be that as it may, Lnd. Adv. for Party I by referring to the observations in the judgments in **Reliance Energy Ltd., Rohtas Ltd., and Union Public Service Commissioner (both cited Supra)** tried to impress upon the court that the principle that the creation and sanction of posts is the prerogative of the executive or the legislative authorities do not apply in the case of private employment in view of the fact that it is only in the case of Government or Public employment the question of sanctioned and vacant posts would arise and no such bar is attracted in the case of private employment. Thus, according to him the question of sanctioning and creating of posts in Party II would not arise, since it is not a Government or Public Employment. It may be mentioned here that reading of the judgment in *Reliance Energy (supra)* makes it clear that for applying the above principles of sanction of the posts in private employment, the court has to come to conclusion that the employer has committed unfair labour practice. In the discussion supra I have already held by referring to the observations in the judgment in *Shrirampur Municipal Council (Supra)* as to in which situation, the act of the employer amounts to unfair labour practice and therefore I am of the view that the observations in the judgment in **Reliance Energy (Supra)** cannot be made applicable to the case in hand. Even for that matter, there is nothing in the judgment in *Reliance Energy (supra)* indicating that this Company has its service rules like Exb. 32 or is bound by any order like Exb. 25, indicating that the employees on the sanctioned posts are employed in different grades and are entitled to specific pay scales as well as other benefits and their employment is subject to a detailed process of recruitment which is based upon satisfaction of qualifications regarding age, education and other

matters and that the posts are to be sanctioned by the Registrar. Admittedly, no written tests was conducted while employing these employees and though according to witness Sufala she was orally interviewed, this by itself cannot be construed to mean that this oral interview was conducted in terms of Exb. 32. Even for that matter, the statement made by Sufala that pursuant to her marriage she was transferred at Marcela also cannot be believed because she has made it clear that she was not given any written order transferring her to Marcela. Thus, even for these reasons the ratio in the above case is not applicable to the instant case.

29. As regards the observations in the judgment in **Paradip Port Trust (supra)** it is seen that on the basis of the evidence adduced in the case it was held that the management of Paradip Port Trust had effective control over the workers working inside their central store for years and that the work was of perennial nature and therefore Paradip Port Trust indulged itself in unfair labour practice by engaging 40 workers on casual basis for years without making them permanent viz-a-viz this; in the instant case there is control of Registrar of Co-operative Societies on the creation and filling up of the posts and in the absence of the said Registrar as party to the reference it would not be proper and justified to give directions to Party II to regulate the services of the Workmen and to extend them the benefits of the permanent Workmen. Thus, the observations in this judgment are not applicable to the instant case.

30. As regards the judgment in **Piara Singh (supra)**, in this case a large number of appointments were made over several years to class III and IV services in the States of Punjab and Haryana on ad hoc basis without reference to Public Service Commission or the subordinate selection board and without adhering to employment exchange requirements. As a result, a large number of ad hoc employees came into existence in both the States who were continuing over several years without being regularized and were agitating their regularization. To meet the situation, both the Governments issued orders from time to time for regularization of such employees subject to certain conditions. In pursuance to the said orders a number of persons who satisfied the conditions prescribed in each of those orders were regularized but many could not be. The State of Haryana had prepared a scheme for regularization of the employees but the Government of Punjab did not issue any such order and hence the court issued a direction to the Government of Punjab to verify the

vacancy position in the category of daily wages and casual labourers and form a scheme for regularization of these persons. It is therefore clear from above observations that the regularization in the services was made subject to availability of vacancies and therefore this judgment on the contrary supports the contention of Party II that there have to be sanctioned posts in terms of order at Exb. 25, to be filled in. It is also apparent from the observations in the judgment in **V. Radhakrishna (supra)** that the Hon'ble High Court by taking into consideration the fact that the employees therein had been working for two decades had directed the second respondent i.e. Union of India to take positive steps for creation of the concerned posts for the purpose of conferring permanent status on those employees. As regards the judgments in **Rohtas Industries and Union Public Service Commission (both cited supra)**, it is noted that the observations in these judgments cannot be applied to the instant case since they are the mere observations and not the ratios laid down in the respective facts of those cases. That apart one of the observations in Rohtas Industries (supra) is that the Industrial Tribunal while creating new obligations cannot ignore the existing agreement or existing obligations for no rhyme or reason whatsoever. Being so, I am of the view that service rules at Exb. 32 as well as the order at Exb. 25 deserve due consideration while considering the aspect of grant of relief's claimed by Party I.

32. At any rate, discussion supra makes it clear that existence of sanctioned posts for conferring permanent status on the employees is an essential requirement and since in the case at hand it is apparent from Exb. 25 that such permanent posts are required to be sanctioned, the question of granting the relief's prayed for, by the Workmen in this reference, would not arise. Hence my findings.

31. In view of discussion supra, I pass the following:

ORDER

1. It is hereby held that the demand of Gomantak Mazdoor Sangh on behalf of Workmen of M/s. Goa Bagaytdar Sahakari K. V. S. Maryadit, Ponda, Goa for regularization of services of (1) Smt. Anusa G. Naik (2) Smt. Sufala N. Phadte (3) Meenakshi G. Gaonkar (4) Tarika D. Chari (5) Sukanti M. Naik (6) Kalani P. Gawde (7) Seema R. Khandeparkar (8) Rita G. Veliskar (9) Sharad A. Naik (10) Sudha K. Gawde (11) Sumati L. Gaonkar (12) Sangeeta P. Gaonkar (13) Rasika H. Naik (14) Savita P. Mazgaonkar (15)

Kalpana R. Gaonkar (16) Savita A. Gawde and extending them the benefits at par with permanent workers of society is illegal and unjustified.

2. The above named Workmen are therefore not entitled to any relief.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Bimba K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2012-LAB/374

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13-4-2012 in reference No. IT/71/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).
Porvorim, 4th July, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI
(Before Smt. Bimba K. Thaly, Presiding Officer)

REF. No. IT/71/03

Smt. Nanda Shirodkar,
H. No. 946-D, Bacbhat,
Gandhi Road,
Raia-Goa.

Workman/Party I

V/s
M/s DCI Pharmaceuticals
Pvt. Ltd., Kare House,
P. O. Box 732,
Near Nanutel,
Margao-Goa.

Employer/Party II

Adv. Ms. M. Conception for Party I/Workman.

Party II absent, not represented.

AWARD

(Passed on 13th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government

of Goa by order dated 28-10-03 bearing number 28/44/2003-Lab referred the following dispute for adjudication by this Tribunal.

“(1) Whether the resignation letter dated 26-12-02 of Smt. Nanda Shirodkar, packer, was obtained under duress and whether it amounts to refusal of employment with effect from 26-12-2002 by the management of M/s. DCI Pharmaceuticals Pvt. Ltd., Margao-Goa?

(2) If yes, to what relief the workperson is entitled?”

2. On receipt of the reference, a case was registered under No. IT/71/03 and registered A.D. notices were issued to the parties upon which Party I filed the claim statement at Exb. 5 and Party II filed the written statement at Exb. 6. Party I then filed the rejoinder at Exb. 7.

3. It is in short, the case of Party I in the claim statement that she has been working as packer in the Party II Company, which deals in the manufacture of pharmaceuticals such as tablets, pills, other drugs, etc. since 1972 and had been in continuous service till the termination from service. It is stated that company was in the process of retrenching and taking resignations of many of the Workmen and on 26-12-02 she was called to the chamber of the Asst. Manager (personal) Shri S. H. Raikar and was handed over two letters which had been typed in advance and she was made to sign one of those letters under threat and coercion that her services would be terminated on disciplinary grounds if she did not sign the same. It is also stated that she also signed some other documents which were typed in advance and that the contents of the same were not explained to her in Konkani which is the language she understands. That on showing these documents to her family members and being explained the meaning and contents thereof she came to know that one of the papers she was forced to sign was the letter of resignation and the other documents she signed was the letter of acceptance by the Manager. It is her contention that she had no intention of resigning from her job as she had worked for 31 years with Party II and would attain superannuation only at the age of 58 years. It is stated that thereafter on 10-1-03 the company sent to her a cheque, which did not specify for what the said payment was being made. It is further stated that Party I accepted the cheque under protest. That on 1-1-2003 she was refused entry into the factory premises and despite her attempts to talk to the management regarding the fact that the alleged resignation was in voluntary,

the management refused her entry to the factory premises on the ground that her resignation was willful. That subsequently she lodged a police complaint dated 25-1-03 regarding her forced resignation. It is the contention of Party I that her termination is illegal. It is also stated that thereafter by letter dated 13-3-03 she served on the management a letter of demand requesting for reinstatement and consequential benefits. That the company refused to exceed to the said demands upon which she raised an industrial dispute before the Deputy Labour Commissioner, Margao, however the conciliation proceedings ended in failure and thus the appropriate Government referred the dispute to this Tribunal for adjudication.

4. In the written statement the Party II has denied the case of Party I and has stated that on 26-12-02 at about 17:00 hours Party I approached Party II with a letter of resignation of the same date requesting to accept the Same w.e.f. 31-12-02 and to relieve her from 1-1-03. That the request of Party I was accepted and a letter of acceptance dated 26-12-02 was issued to the Party I on 31-12-02. That thereafter Party I worked up to 31-12-02 and was relieved at the close of the day and thereafter Party I did not come to the factory from 1-1-03. That in terms of the letter of acceptance dated 26-12-02, Party I approached Party II on 9-1-03 for settlement of her legal dues which were settled and Party I was paid an amount of Rs. 69,556/- comprising of Rs. 16,170/- towards leave encashment, bonus for 2000-2003 and L.T.A. for 2000-2003 and Rs. 53,386/- towards gratuity. That in addition to the above legal dues, the Party I was also paid an amount of Rs. 30,444/- as ex-gratia payments considering her long years of service. That Party I accepted the payments without any protest and passed the receipt to that effect without raising any dispute either on the said payment or on the acceptance of her resignation. Thereafter it was only on 16-4-03 Party II received a notice dated 10-4-03 from Deputy Labour Commissioner, Margao enclosing a letter dated 9-3-03 by Party I making allegations against Party II. Subsequent thereto discussions were held before Labour Commissioner and as the matter ended in failure the present reference is made. It is the contention of Party II that Party I was in continuous service of Party II since 1-7-85 till the date of her resignation from the service till December, 2002. Thus, amongst and above grounds Party II has prayed to reject the reference with cost.

5. On the basis of above averments of the respective parties following issues were framed.

1. Whether the Party I proves that she was employed with Party II as a Packer since 1972 till the date of her termination from the services?
2. Whether the Party I proves that the Party II obtained resignation letter from Party I under force, threats and duress?
3. Whether the Party I proves that the termination of her services w.e.f. 01-01-2003 is illegal and unjustified?
4. Whether the Party II proves that the reference is not maintainable for the reasons stated in para 2 of the written statement?
5. Whether the Party II proves that the Party I resigned voluntarily from her services by letter dated 26-12-2002?
6. Whether the Party II proves that the resignation letter of Party I was accepted by Party I and she was relieved from her services from 31-12-2002?
7. Whether the Party II proves that Party I has accepted all the dues offered to her by Party II arising out of the said resignation?
8. Whether the Party I is entitled to any relief?
9. What Award?

6. In support of her claim Workman/Party I examined only herself and she was cross-examined by the Learned Adv. for Party II. Records reveal that after the evidence of Party I was closed, the matter was fixed for evidence of Party II however, Learned Advocate for Shri P. J. Kamat who was then appearing for Party II, after seeking some time to lead evidence filed application dated 10-11-08 at Exb. 28 withdrawing his appearance which, application was allowed and accordingly the proceedings proceeded in the absence of Party II whose evidence was closed after giving four opportunities.

7. Heard Learned Advocate Ms. M. Conception for Party I. In her arguments she stated that the resignation letter dated 26-12-02 at Exb.17 as well as the acceptance letter dated 26-12-02 at Exb. 18 have been typed on the same computer which means that both these letters were typed by Party II, in advance and then the signature of the Workman was obtained on the same. Further by referring to Exb. 27 which is the clinical examination report dated 11-1-1988 of the Workman, by the medical inspector of factories, she stated that as per this report the age of Workman as on 11-1-1988 was 40 years and therefore as on the date of alleged resignation in the year 2002, the age of the Workman was 55 years and considering that

the age of the superannuation was 58 years it would not stand to reason to say that a person having reached such age would voluntarily resign from the services. Thus, according to her the resignation letter at Exb.17 was obtained under force to avoid payment of retrenchment compensation under Section 25F of I. D. Act because as the resignation was not voluntary it amounts to retrenchment Section 2(oo). She relied on the judgments in *Mahindra and Mahindra Ltd., v/s Vijay Damodar Mehta* 2003 1 CLR 998, *Association of Engineering Workers v/s Permanent Magnets Ltd.,* 1993 1 CLR 93 and in *Messrs Delta Engineering Co. Pvt. Ltd., Meerut v/s The P.O. Industrial Tribunal V, Meerut and others* 1997 (77) FLR 520 for inviting my attention to the nature of evidence required to decide the factum of forcible resignation.

8. I have gone through the records of the case and have duly considered the arguments advanced.

9. I answered the arguments supra as under:

- Issue No. 1: Negative
- Issue No. 2: Negative
- Issue No. 3: Negative
- Issue No. 4: Negative
- Issue No. 5: Positive
- Issue No. 6: Positive
- Issue No. 7: Positive
- Issue No. 8: Negative
- Issue No. 9: As per order below

REASONS

10. *Issue No. 1:* Though it is the case of the Workman that she had been working as packer in the company i.e. Party II at Vidyanagar, Margao since 1972, in the written statement it is the case of Party II that Party I had been working as such since 1-7-1985 till the date of her resignation in December, 2002. Since it is the contention of Party I that she had been working in Party II company since 1972 which statement is denied by Party II, the burden to prove that she had been working with Party II company since 1972 was on Party I. It is however seen that Party I has not produced any documents nor has led any convincing evidence (except for making a bare statement to the above effect) to prove this fact and therefore I am of the view that Party I has failed to prove this issue.

11. *Issue Nos. 2, 3, 5 and 6:* All these issues are answered together for the sake of convenience as they are on the subject matter of Party II obtaining resignation letter dated 26-12-02 terminating the services of Party I w.e.f. 1-1-03 under force, threats and duress and therefore are interlinked.

12. It is stated by the workman that on 26-12-02 she was called to the chamber of the Asst. Manager

(Personnel), Shri S.H. Raikar and was handed over two letters which were typed in advance. She has stated that she was told to sign one of the letters under coercion and told that her services would be terminated on disciplinary grounds if she had not signed the same. She has stated that she succumbed to the threats of the Asst. Manager and signed the letter alongwith some other documents, which were typed in advance. She has stated that she had no knowledge of English language and on showing the letters to her family members who explained the contents, she came to know that one of the papers on which she was made to sign was a letter of resignation and the other was a letter of acceptance from the Manager. She has produced the said letter of resignation dated 26-12-02 at Exb.17 and the letter of acceptance dated 26-12-02 at Exb.18. In her cross examination she has denied the suggestion that her resignation was not obtained forcibly and that she had voluntarily submitted the resignation or 26-12-02. She has also denied the suggestion that Mr. Raikar did not coerce her in signing any letter on that she was told that false charges would be levied against her in case she refused to sign the letters and that it would result in termination of her services.

13. Though it is the contention of the Learned Advocate for Party I that Exb.17 and Exb.18 were typed on the same computer it is seen that such is not the case of the workman in the statement of claim. Even for that matter, Party I has not examined an expert to say that Exb.17 and Exb.18 are typed on the same computer and therefore such arguments advanced by the Learned Advocate for Party I are not at all convincing.

14. As regards the judgments relied upon by the learned advocate for Party I, it is seen that in the case of **Mahindra and Mahindra** (supra) the workman had contended that his resignation was obtained by force and coercion whereas it was the case of the management that he had voluntarily resigned. In this case the workman had recorded his confessional statement in his own hand writing and had given his resignation in his hand writing. Upon reference, the labour court accepted the case of the workman of forced resignation and directed his reinstatement but in the writ petition filed by the employer, the case of the workman was disbelieved and the petition was allowed. By referring to the above facts it was the argument of learned advocate of Party I that since the resignation in the instant case is a typed one, unlike in the above judgment, it cannot be held that the workman herein had voluntarily resigned and it has to be inferred that both Exb. 17 and Exb. 18 were

typed by Party II. I have already discussed supra as to why it is hard to believe that Exb. 17 and 18 were typed on the same computer and therefore the arguments of learned advocate of Party I by referring to the judgment in **Mahindra and Mahindra (supra)** and also in **Association of Engineering Works and Messrs Delta Engineering Company** (the ratios in which are on the same lines as that of the ratio in Mahindra and Mahindra) cannot be accepted.

15. Be that as it may, the Workman has stated that since 1-1-2003 she was refused entry in the factory and despite several attempts to talk to the management regarding the fact that the alleged resignation was involuntary, the management consistently refused her entry on the ground that her resignation was willful. It is however the case of Party II that the Workman did not come to the factory from 1-1-03 as she was relieved on 31-3-02. It may be mentioned here that the Workman has stated that she filed a police complaint on 25-1-03 stating that she was called in the office of Shri S. Raikar and was forced to sign the two letters under threats. She has produced the copy of the said police complaint at Exb. 22. Perusal of the complaint however reveals that no date is mentioned on the same. It is worthwhile nothing that in case the resignation letter was forcibly obtained from the Workman on 26-12-02 nothing had prevented the Workman to file the complaint at Exb. 22 immediately thereafter and there was no reason for the workman to wait for almost a month to file the same and this by itself makes me disbelieve the case of the Workman that her resignation was obtained forcibly. Even for that matter, the case of the Workman that since 1-1-03 she was refused entry in the factory also cannot be believed since no mention of this fact has been made by the Workman in Exb. 22 which according to her was filed on 25-1-03. Thus, ever for this reason the case projected by the workman that she was made to resign forcibly and was not allowed entry in the factory from 1-1-03 also cannot be accepted.

16. It is pertinent to note that though the Workman had stated that since 1-1-03 she was refused entry in the factory but she has not made it clear in her affidavit as to for how many days she went on going to the factory from 1-1-03. Interestingly, in her cross examination the Workman has stated that she reported to work from 1-1-03 till 5-1-03 but she was not allowed to resume the duty by the watchman and was told to go to the head office. She has also made it clear that she did not write to the company or to the head office that the watchman did not allow her to join the duty from

1-1-03 to 5-1-05. She has also stated in her cross examination that she went to the head office on 10-1-03 on which day she was given one letter along with three cheques and was told that the said amount was being paid in view of her resignation. It may be mentioned here that in her affidavit in evidence the workman has stated that she was called to the office of Shri Raikar, the Asst. Manager on 10-1-03 where she was given a set of cheques without specifying as to for what the amount was being paid but in the statement of claim the Workman has stated that on 10-1-03 the company sent her one cheque without specifying for what the said amount was being paid. It is therefore clear from above evidence that the statements made by the Workman to the above effect are self contradictory and therefore cannot be believed.

17. In her cross examination the Workman has confirmed that she was on duty from 26-12-02 to 31-12-02 by further making it clear that she did not bring to the notice of the company between 27-12-02 to 31-12-02 that her signature was forcibly obtained by Mr. Raikar on 26-12-02. In case the signature of the Workman was obtained by Mr. Raikar Exb. 17 and Exb. 18 on 26-12-02 by force or coercion the Workman would have immediately brought this fact to the notice of the company during the period between 27-12-02 to 31-12-02 and this lapse on the part of the Workman makes me disbelieve her case of Party II obtaining forcible resignation from her.

18. The workman has stated that she served a letter dated 13-3-03 on the management demanding her reinstatement and consequential benefits. She has produced the copy of the letter along with A.D card and postal slip at Exb. 23 colly. In case one believes the statement of the Workman that she had gone to the head office on 10-1-03 on which date she was given one letter along with three cheques, one fails to understand as to what prevented the Workman from filing the application requesting her reinstatement on 10-1-03 itself and there was no reason for the Workman to file such application after such a long interval. Such timely inaction on the part of the Workman makes me disbelieve the case of the workman that her resignation was obtained forcibly by the management. The workman has produced payment of vouchers dated 9-1-03 as well as the particulars of payment at Exb. 19 colly. Though she has stated that she accepted the said cheques under protest perusal of Exb. 19 colly no where indicates that the cheques were received by the Workman under protest. This fact also leads me to draw the inference that the Workman accepted the cheques only because she had voluntarily resigned from the services.

19. Having come to the conclusion that the workman had voluntarily resigned from the service that her resignation was accordingly accepted by the employer, I am of the considered opinion that the case of the Workman does not fall under Section 2(oo) of the ID Act and consequently the question of the employer not following the requirements of Section 25F of the I.D. Act does not arise. It thus follows that the arguments of Learned Advocate of Party I that a person nearing the age of superannuation would not voluntarily resign also cannot be said to be appealing in the circumstances discussed above.

20. At any rate since the discussion supra makes it clear that Party I has failed to prove that her resignation was obtained by Party II under force, threats and duress or that the termination of her services w. e. f. 1-1-03 is illegal and unjustified and on the contrary as it becomes clear that Party I had resigned voluntarily from services by letter dated 26-12-02 and was relieved by Party II from services from 31-12-02, Issues Nos. 2, 3, 5 and 6 are answered accordingly.

21. *Issue No. 4:* Party II has not led evidence towards proof of this issue and hence the same is answered in the negative.

22. *Issue No. 7:* I have already discussed while answering issue Nos. 2, 3, 5 and 6 that Party I has accepted all the dues offered to her by Party II and the same is apparent from the documents at Exb. 19 colly. I have also discussed supra that Exb. 19 colly does not reveal that the cheques were accepted by Party I under protest and therefore I am of the view, that Party I accepted all the dues offered to her arising out the said resignation and hence my findings.

23. *Issue No. 8:* In view of discussion supra, it is clear that Party I has failed to prove that her resignation letter dated 26-12-02 was obtained under duress and that it amounts to refusal of employment w.e.f. 26-12-02 and therefore Party I is not entitled to any relief.

24. In the circumstances, I pass the following:

ORDER

1. It is hereby held that the resignation letter dated 26-12-02 of Smt. Nanda Shirodkar, Packer, was not obtained under duress and it does not amount

to refusal of employment w.e.f. 26-12-02, by the management of M/s DCI Pharmaceuticals Pvt. Ltd., Margao, Goa.

2. The workman is therefore not entitled to any relief.

3. No order as to costs.

Inform the Government accordingly.

B. K. Thaly,
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Department of Revenue

Order

No. 26-2-98-RD(Part)

Government is pleased to transfer and post Shri Pankaj P. Bandekar, Inspector of Survey & Land Records on ad hoc basis with immediate effect as Inspector of Survey & Land Records, Quepem.

Shri Savio Cajetan Silveira, Inspector of Survey & Land Records, Quepem on ad hoc basis is transferred and posted as Inspector of Survey & Land Records, City Survey Office, Vasco, with additional charge as Inspector of Survey & Land Records, City Survey, Panaji-Goa.

The above officials stand relieved with immediate effect to report to their new place of posting without availing any joining period.

By order and in the name of the Governor of Goa.

Ashutosh Apte, Under Secretary (Revenue-I).

Porvorim, 1st August, 2012.

Order

No. 26-2-98-RD(Part)

On the recommendation of the Departmental Promotion Committee convened by the Goa Public Service Commission vide its letter No. COM/II/11/29(2)/92-10/Vol.III/123 dated 26-06-2012, Government is pleased to promote Kum. Domiana D. Nazareth,

Supervisor on regular basis to the post of Inspector of Survey and Land Records (Group 'B' Gazetted) in the Pay Scale of ₹ 9,300-34,800/- plus Grade Pay of ₹ 4,200/- against the vacant post in General category with immediate effect and post her in the Office of Inspector of Survey & Land Records, Bardez, City Survey Office, Mapusa-Goa.

2. The above official shall be on probation for a period of two years as per the Recruitment Rules.

3. Kum. Domiana D. Nazareth shall exercise option for pay fixation within a period of one month from the date of issue of this Order in terms of FR. 22(I)(a)(1).

By order and in the name of the Governor of Goa.

Ashutosh Apte, Under Secretary (Revenue-I).

Porvorim, 1st August, 2012.

Notification

No. 23/17/2012-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for the work of land acquisition of mining bye-pass road from Uguem to Kapxem (Phase-I) Guddemol to Kapxem in Sanguem Taluka (addl. area).

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing

compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, SIP Gogal, Margao-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

3) The Collector, South Goa District, Margao-Goa.

4) The Special Land Acquisition Officer, SIP Gogal, Margao-Goa.

5) The Executive Engineer, W.D. XVIII (R), P.W.D., Ponda-Goa.

6) The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, SIP Gogal, Margao-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

| Taluka: Ponda | | Village: Panchavadi |
|-----------------------------|--|--------------------------------|
| Survey No./ Sub-Div. No. | Names of the persons believed to be interested in land | Approx. area in sq. mts. |
| 1 | 2 | 3 |
| 207/2 p | O: 1) Comunidade of Panchwadi. 2) Pandurang Krishna Sinai Bhangui. 3) Damodar Pundalik Sinai Bhangui. 4) Damodar Laximan Parsenkar. | 170 |

| 1 | 2 | 3 | 1 | 2 | 3 |
|-----------|--|-------|---------|---|------|
| 207/2-A p | O: 1) Babi Raghoba Sinai Bhangui. 2) Purshottam Ghiri Sinai Bhangui. 3) Balchandra Anant Sinai Bhangui. 4) Manohar Fati Sinai Bhangui. 5) Sarvottam Venkatesh S. Kudchadkar. 6) Gopinath Raghuvir Sinai Bhangui. 7) Jaiprakash Ramnath Sinai Bhangui. 8) Jaganath Mukund Sinai Bhangui. | 6870 | 221/1 p | O: Caitano Francisco Filomeno Figheiredo. OR: Caretaker of these trees is Vishnu Paklo Naik. | 1570 |
| | | | 221/2 p | O: 1) Gopinath Dattaram Sinai Gude. 2) Maruti Babuso Naik. 3) Hari Babuso Naik. 4) Shablu Babuso Naik. OR: H. No. 502 house belongs to Babuso Laximan Naik and Kusta Vino Naik. Dattu Laximan Naik. | 1490 |
| | | | 225/1 p | O: 1) Panduranga Rajaram Sinai Bhangui. 2) Vaicunth Raghuvir Sinai Bhangui. 3) Gopinath Raghuvir Sinai Bhangui. 4) Narshiv Shridar Sinai Bhangui. 5) Jaiprakash Ramnath Sinai Bhangui. 6) Jaganath Mukund Sinai Bhangui. 7) Premanath Raghuvir Sinai Bhangui. 8) Gokuldas Rajaram Sinai Bhangui. OR: House belongs to 1) Joao Fernandes. 2) Jeronio Costa. 3) Alex Costa Simao Costa. 4) Rosalina Costa, 4) Augustin Costa, Shri Pandurang Rajaram Shenai Bhangui and 2) Shri Narasinha Shridhar Shenai Bhangui only have got legal right over the remaining plot in addition to the joint right on House Compound in S. No. 225/1. 1) Shri Pandurang Rajaram Shenai Bhangui. 2) Narasinha Shridhar Shenai Bhangui. 3) Jagnath Mukund Shenai Bhangui. 4) Premanath Raghuvir Shenai Bhangui. 5) Jaiprakash Ramnath Shenai Bhangui. 6) Vaicunth Raghuvir Shenai Bhangui. | 3595 |
| 208 p/- | O: 1) Krishna Ganpat Panchawadker. 2) Govinda Yeshwant Panchawadker. 3) Govind Apa Panchawadkar. 4) Mono Janu Panchawadker. 5) Bombi Janu Panchawadker. 6) Bhimarathi Ganesh Panchawadkar. 7) Rama Pisolo Panchawadkar. 8) Krishnem [Krishnath] Hiru Panchwadkar. 9) Gaculo Gonsu Panchwadkar. 10) Shri Dev Puris Maya. 11) Damodar Kuma Panchwadkar. 12) The Executive Engineer, Div. XVIII (Roads), P.W.D, Ponda-Goa. | 7355 | | | |
| 219 p/- | O: Salgaonkar Engineer Pvt. Ltd. OR: Care taker of coconut trees are as follows: 1) Babuso Surya Naik. 2) Datta Naik. 3) Prabhakar Babuso Naik. | 12140 | | | |
| 220/1 p | O: Caitano Francisco Filomeno Figheiredo. OR: Usufructuary A) Amelia Rodrigues Gomes e Figueiredo. B) Banco National Ultramanio Head office Lisbou-Moetgage. C) Custodian of Bance National Ultramarin Goa-appointed by Government of India. | 3535 | | | |

| 1 | 2 | 3 | 1 | 2 | 3 |
|-----------|--|------|----------|---|------|
| | 7) Gopinath Rajaram Shenvi Bhangui. | | | 2) Shankar Jaivant Sinai Bhangui. | |
| | 8) Gokuldas Rajaram Shenvi Bhangui have got equal joint right over House and Compound only in S. No. 225/1 and Serial No. 1. | | | 3) Devidas Jaivant Sinai Bhangui. | |
| 225/2 p | O: 1) Shankar Jaivant Sinai Bhangui. | 1590 | 232/11 p | T: Maria Fernandes. O: 1) Sateri Usno Kamat. | 380 |
| | 2) Hari Jaivant Sinai Bhangui. | | 232/12 p | T: Mahadeva Shiva Naik. O: 1) Sateri Usno Kamat. | 410 |
| | 3) Devidas Jaivant Sinai Bhangui. | | 232/13 p | T: Joao. O: 1) Lushan Mascarenhas | 985 |
| 225/3 p | O: Sadashiv Shrivastava Sinai Bhangui. | 5 | 232/14 p | T: Alexio Costa. O: 1) Subhas Mukundaraj Kamat. | 630 |
| | OR: House No. 502 house belongs to Kotrina Vaz, house belongs to Antonio Pereira and Benedito Pereira 903. | | 232/15 p | T: Santan Costa. O: 1) Caitano Fernandes. | 595 |
| 226/1-A p | O: 1) Tukaram Jivottam Sinai Bhangui. | 905 | 232/16 p | T: Mahadeva Babal Gavandi. O: 1) Premanath Raghuvir Sinai Bhangui. | 595 |
| 226/2 p | O: 1) Krishna Ganpat Panchawadker. | 3885 | | 2) Magdalina Pereira e Monteiro. | |
| | 2) Govinda Yeshwant Panchawadker. | | 232/17 p | T: 1) Saju Jaivant Naik. O: 1) Laximan Pundalik Sinai Bhangui. | 700 |
| | 3) Govind Apa Panchawadker. | | | T: Mahadeva Shiva Naik. | |
| | 4) Mono Janu Panchawadker. | | 232/18 p | O: 1) Caitano Francisco Filomeno de Figueiredo. | 825 |
| | 5) Mono Janu Panchawadker. | | | T: Manguesh Surya Naik. | |
| | 6) Bombi Janu Panchawadker. | | | OR: Usufructuary A: Amalia Rodrigues Gomes Figueiredo 903. | |
| | 7) Bhimarathi Ganesh Panchawadkar. | | 232/19 p | O: 1) Subhash Mukundaraj Kamat. | 780 |
| | 8) Rama Pisolo Panchawadkar. | | | 2) Paulo Godinho. | |
| | 9) Krishnem Hiru Panchawadkar. | | 232/20 p | T: Xavier Pereira. | |
| | 10) Casulo Gomsu Panchawadkar. | | 233/39 p | O: 1) Inancio Mascarenhas. | 1210 |
| | 11) Shri Dev Puris Naya. | | | O: 1) Julia Figueiredo Albuquerque. | 5 |
| | 12) Damodar Kuma Panchawadkar. | | | 2) Caitano Francisco Filomeno Figueiredo. | |
| | 13) The Executive Engineer, Div. XVIII (Roads), P.W.D., Ponda-Goa. | | | 3) Vassant Narayan Kudchadkar. | |
| 226/3 p | O: 1) Tucaram Jivottam Sinai Bhangui. | 500 | | 4) Narayan Upendra Kamat. | |
| | 2) Tulsidas Subraya Sinai Bhangui. | | | 5) Raghuvir Ganesh Kamat. | |
| 226/4 p | O: 1) Kamal Kamalkar Kakodkar. | 835 | 233/52 p | 6) Inacio Dias. | |
| | 2) Ashok Narayan Parulekar. | | | 7) Antonio Martinho Almeida. | |
| | 3) Baburao Vinu Naik. | | | 8) Adelina Barreto. | |
| | 4) Andre Alexinho Pereira. | | | 9) Ramabai Ranu Kamat. | |
| | 5) Caetano Salvador Pereira. | | | T: Chandru Babal Naik. | |
| | 6) Camilo Fernandes. | | | O: 1) Julia Figueiredo Albuquerque. | 155 |
| 231/24 p | O: 1) Hari Jivottam Sinai Bhangui. | 1255 | | 2) Caitano Francisco Filomeno Figueiredo. | |
| | | | | 3) Vassant Narayan Kudchadkar. | |
| | | | | 4) Narayan Upendra Kamat. | |
| | | | | 5) Raghuvir Ganesh Kamat. | |

| 1 | 2 | 3 |
|--|---|------|
| | 6) Inacio Dias. | |
| | 7) Antonio Martinho Almeida. | |
| | 8) Ramabai Ranu Kamat. | |
| | 9) Adelina Barreto. | |
| | T: Vishnu Xankar Gaonkar. | |
| 234/1 p | O: 1) Babi Raghoba Sinai Bhangui. | 4800 |
| | 2) Camilo Fernandes. | |
| 235/7 | O: 1) Tulshidas Subraya Sinai Bhangui. | 380 |
| 235/8 | O: 1) Pandurang Rajaram Sinai Bhangui. | 500 |
| 235/9 | O: 1) Gokuldas Rajaram Sinai Bhangui. | 675 |
| 235/10 | O: 1) Jaiprkash Raqmnath Sinai Bhangui. | 1075 |
| 235/11 p | O: 1) Kamal Kamalkar Kacodkar. | 1425 |
| | 2) Smt. Jacinta Godinho. | |
| | T: Piedade Costa. | |
| 235/12 | O: 1) Sagun Ananta Sinai Bhangui. | 1650 |
| | 2) Balchandra Anant Sinai Bhangui. | |
| | 3) Yeswant Anant Sinai Bhangui. | |
| | 4) Govinda Vithal Sinai Bhangui. | |
| | 5) Vishwanath Vithal Sinai Bhangui. | |
| 236/13 p | O: 1) Sagun Ananta Sinai Bhangui. | 115 |
| 236/14 p | O: 1) Manohar Fatu Sinai Bhangui. | 2210 |
| | 2) Jaganath Mukund Sinai Bhangui. | |
| | T: Pocklo Shanu Naik. | |
| <i>Boundaries :</i> | | |
| North: S. No. 219/, 220/1, 221/1, 236/13, 14, 235/7, 233/39, 52, 232/9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 225/1, 231/24, 226/1-A, 208, 207/2, 207/2-A. | | |
| South: S. No. 219/-, 220/1, 221/2, 236/14, 13, 235/13, 234/1, 232/14, 15, 16, 17, 18, 19, 225/1, 2, 3, 226/2, 4, 208/-, 207/2-A, | | |
| East : S. No. 207/2-A. | | |
| West : River Zuari. | | |
| Total: 65800 | | |

By order and in the name of the Governor of Goa.

Ashutosh Apte, Under Secretary (Revenue-I).
Porvorim, 6th August, 2012.

Department of Science, Technology & Environment

Corrigendum

No. 7/4/98/STE/DIR/Part III/554

Read: (1) Order No. 7/4/98/STE/DIR/Part III/1402 dated 12-11-2010 published in Official Gazette, Series II No. 34 dated 18-11-2010.

(2) Order No. E-I/189-Dy.SPs/1048/2012 dated 03-02-2012 of the Office of the Director General of Police, Panaji.

(3) Order No. E-I/189-Dy.SPs/6417/2012 dated 23-07-2012 of the Office of the Director General of Police, Panaji.

Pursuant to the Orders, read at (2) & (3) above, the entries at Sr. No. (17), (20) & (21) in the Table in para (3) of the order dated 12-11-2010, read at (1) above, shall be read as follows:—

| Sr. No. | Name & designation of the Officer | Office Tel. No. | Residence Tel. No. | Fax No. | Mobile No. |
|---------|---|-----------------|--------------------|---------|-------------|
| "17. | Mr. Dinraj R. Govekar, Sub-Divisional Police Officer, Ponda | 2317978 | — | 2317978 | 7875756035 |
| 20. | Mr. Serafin Dias, Sub-Divisional Police Officer, Mapusa-I for Pernem, Mapusa & Anjuna Police Stations | 2262207 | 2413352 | 2262207 | 9822128737 |
| 21. | Mr. Pandhari-nath Mapari, Sub-Divisional Police Officer, Mapusa-II for Calangute & Porvorim Police Stations | 2412723 | 2412692 | 2412723 | 7875756029" |

Michael M. D'Souza, Director & ex officio Joint Secretary (STE).

Saligao, 7th August, 2012.

Department of Water Resources

Office of the Chief Engineer

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Order

No. 3/25-15/90/WR/424

Read: Government order No. 3/25-15/90/WR/
/1023 dated 13-2-2009.

Government is pleased to extend the ad hoc promotion of following Executive Engineers (Civil) in the Water Resources Department promoted vide Government order referred above, for further period of six months from 13-02-2012 to 12-08-2012 or till the posts are filled on regular basis, whichever is earlier, on the same terms and conditions as stipulated in the aforesaid order.

This is issued with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/27(1)/09(Part file)/619 dated 04-07-2012.

1. Shri Mahalingappa alias Ravindra S. Gokak.
2. Shri Prakash Chandra.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Addl. Secretary (WR).

Panaji, 5th July, 2012.

Order

No. 74-1-82/CE-WR/Adm.II/476

Read: This Office Order Nos.

- 1) No. 22-1-81/CE-WR/Adm.II/405 dated 9-7-2010.

- 2) No. 22-1-81/CE-WR/Adm.II/629 dated 30-8-2011.

Government approval is conveyed for extension of deputation of Shri Peter P. D'Souza, Executive Engineer in District Rural Development Agency, North Goa District, Panaji, from 14-07-2012 to 13-07-2013, in public interest, on the same terms and conditions stipulated in Government O.M. No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Additional Secretary (WR).

Panaji, 18th July, 2012.

Order

No. 74-1-82/CE-WR/Adm.II/477

Government is pleased to order transfer of Shri Shivanand I. Pattan, Executive Engineer, Works Div. XIII, Water Resources Department, Gogal-Margao to Works Div. X, Water Resources Department, Pajimol, Sanguem, against the existing post of Executive Engineer, in public interest.

The Head of concerned Circle Office should relieve the above transferee immediately and copy of relieving order be endorsed to this office.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Additional Secretary (WR).

Panaji, 18th July, 2012.

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